



## **SHIRE OF CUBALLING**

Information Package

for the position of

# **Deputy Chief Executive Officer**

Corporate Services Directorate

**Applications for this position must be received by  
4:30PM on Thursday 15<sup>th</sup> November 2018**

## **SHIRE OF CUBALLING**

### **Deputy Chief Executive Officer**

### **Up to \$132,500 Salary Package**

The Shire of Cuballing is a dynamic small rural community with a solid economic base in the established farming district with a growing population that takes advantage of the rural lifestyle.

The Shire of Cuballing is a small but progressive organisation with a strong strategic focus and a continuing emphasis on realising the potential of its people. It is expected that the successful applicant will be commencing a career in local government management and will be looking to grow their skills and experience in this role.

The Deputy CEO will be expected to guide and deliver the finance, IT and administrative functions of the Shire.

Our team values work-life balance with a flexible and a friendly working environment.

An attractive remuneration package has been offered, which includes a negotiated base salary of \$75,000 to \$90,000 per annum based on qualifications and experience.

Cuballing is located only 14 kilometres north of the regional town of Narrogin and within easy reach of the Perth metropolitan area.

An information package is available by contacting Ms Nicole Gould on 08 9883 6031 or at [www.cuballing.wa.gov.au](http://www.cuballing.wa.gov.au).

Further information regarding the position should be directed to Mr Gary Sherry on 08 9883 6031 or 0427 836 031.

Applications close with the undersigned on Thursday 15<sup>th</sup> November 2018.

**Gary Sherry**  
**Chief Executive Officer**  
**Shire of Cuballing**  
**PO Box 13**  
**CUBALLING WA 6311**

## Information for Applicants

Thank you for your interest in the advertised vacancy.

This documentation provides information to assist you in preparing your written application and to plan for the selection interview. Also enclosed is a Job Description Form.

Selection involves a written application, an interview and reference checks. Shortlisted applicants will also undergo a medical examination. A national (Federal) police clearance certificate is also required.

The essential selection requirements (Selection Criteria) are described in the Position Description Form and please apply only if you meet the essential requirements for the position.

Please ensure the Shire of Cuballing receives your application by the closing date in the advertisement. Late applications will not be accepted unless prior arrangements have been made with the Chief Executive Officer.

Your application should comprise of the following documents.

### 1. **Covering Letter**

A summary of your background and suitability for the position should be addressed in the covering letter, without over emphasising or going into too much detail.

### 2. **Resume (Curriculum Vitae)**

A Resume/Curriculum Vitae should comprise at least:

- a. A summary of your employment history starting with the most recent position. Please include dates, name of employer, position title and give brief details of the tasks that were required in each position.
- b. Include any relevant training courses you have attended in the last 2 to 3 years.
- c. A photocopy of any relevant qualifications.
- d. Any activities you have undertaken outside of work which are relevant to the position you are applying for.

### 3. **Referees**

- a. Provide the names and contact details of two work related referees.
- b. Describe nature of working relationship with referee.
- c. Referees should be contacted for approval before nominating them.
- d. It is preferable that one of your referees is your current supervisor. (This is optional)
- e. Only referees who can comment on your work experience should be listed.

#### **4. Preparing for the Interview**

All interview questions will be work related - that is they will relate to the selection criteria for the position you have applied for.

The same questions will be asked for every interviewee.

To prepare yourself for the interview questions consider the following:

- Re-read the Position Description Form and the selection criteria.
- Focus on the Selection Criteria and think of examples of work situations where you applied the relevant skills and abilities.
- Focus on the duties of the position and think about how you would carry them out. Think about any problem you might encounter and how you would resolve them.
- If the position has a supervisory role, think about your special responsibilities as a supervisor.
- If you have any relevant reports or other work you have done which will provide examples of your skills and abilities, you should organise examples for presentation at the interview.

#### **5. The Interview**

The following points are recommended:

- Don't assume that panel members know your suitability for the job even though you may have worked with them or have previous experience in the position you have applied for.
- Answer questions fully without unnecessary details.
- Where possible, relate your answers to direct experiences you have had.
- Feel free to ask questions to the panel.

## **POSITION DESCRIPTION/DUTY STATEMENT**

1. **TITLE:** Deputy Chief Executive Officer
2. **LEVEL:** Local Government Industry Award (1999) – Salary Package Negotiable
3. **DEPARTMENT/SECTION:** Corporate Services
4. **POSITION OBJECTIVES**
  - 4.1 Provide leadership, management, professional advice and support to the Executive Management Team and the Corporate Services Department.
  - 4.2 Develop a team approach from all staff within the Corporate Services Department, and encourage the development of staff to reach their full potential whilst overseeing the activities of the Department in a co-ordinated manner
  - 4.3 Establish best practice and quality management principles in the operations of the Corporate Services Department.
  - 4.4 To ensure (in cooperation with the Administration Officer) that all documents relating to Corporate Services Department are registered and managed in accordance with the Record Management Plan approved by Council.
  - 4.5 To provide high quality input to the Council's Annual report, operational plan, annual budget and long term financial planning in the Corporate Services Department.
5. **REQUIREMENTS OF THE JOB**
  - 5.1 Skills
    - Sound knowledge of Local Government accounting requirements, including AAS27 procedural skills.
    - Good human resources management skills
    - Sound knowledge of computer systems and the associated software
    - Excellent communication skills, both written and verbal
    - Good knowledge of the Local Government Act 1995

## 5.2 Knowledge

A sound knowledge and understanding of the following Local Government legislation/functions:

- Local Government Officers Award
- Local Government Act 1995
- Local Government (Financial Management) Regulations 1996
- Rates & Charges (Rebates, Deferments) Act.
- Local Government Accounting Directions
- Australian Accounting Standard 27
- Municipal Employees Award
- Insurance & Workers Compensation Legislation
- Superannuation Legislation
- Taxation Legislation, including FBT & GST, as it applies to Local Government

## 5.3 Qualifications and/or Training

Accounting qualifications and/or training preferable.

## 6. KEY DUTIES/RESPONSIBILITIES

6.1 Development, implementation and control of Council's Record Management Plan;

6.2 Overall supervision and control of Council's Information Technology and Communication systems. This includes but is not limited to:

- 6.2.1 Maintenance and upgrading of Council's accounting database software;
- 6.2.2 Maintenance and organisation of Council's website;
- 6.2.3 Development and maintenance of appropriate policies for use of Council's Information Technology and Communication systems

6.3 Development, implementation and control of appropriate financial management systems in accordance with statutory requirements and Council policies including:

- 6.3.1 Preparation of the Annual Council Budget, Long Term Financial Plan and Corporate Business Plan in consultation with the Chief Executive Officer and Council;
- 6.3.2 The compilation of annual and monthly financial reports;
- 6.3.3 All financial activities for the shire including: debtors, creditors, payroll, rates, revenue collection, banking, cash flow, fund investments, job costings, grant claims, asset management, insurance, FBT and all day to day accounting matters; and
- 6.3.4 Provide Council with sound advice and direction on all matters pertaining to Council's finances.

- 6.4 Manage Council's Risk Management activities including all matters pertaining to Council's insurance portfolio.
- 6.5 Development, implementation and control, in control of appropriate asset management systems in accordance with statutory requirements and Council policies:
- 6.6 Development, implementation and control of quality customer service operation within the Corporate Services Department.
- 6.10 Deputise for the Chief Executive Officer in his/her absence and have a working knowledge of the duties and responsibilities of the Chief Executive Officer
- 6.11 Other duties and tasks as assigned by the Chief Executive

## **7. ORGANISATION RELATIONSHIPS**

**7.1 Responsible to:** Chief Executive Officer

**7.2 Responsible for:** 3 Administration Staff.

### **7.3 Internal & External Liaison**

Internal	Chief Executive Officer Manager of Works & Services Administration Staff
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External	Shire President Councillors Residents Government Departments Local organisations Customers and stakeholders
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## **8. SELECTION CRITERIA**

### **Essential**

- 8.1 Highly developed verbal and written communication skills
- 8.2 Developed time management skills to ensure the achievement of outcomes and accountability.
- 8.3 Ability to successfully supervise staff and work within a team environment.
- 8.4 Qualifications and experience in finance or accounting.

8.5 Working knowledge of computer systems and software operations, including Microsoft Excel, Word and Outlook

**Desirable**

8.6 A sound knowledge of Local Government legislation and particularly relating to financial requirements.

8.7 Demonstrated experience in a finance environment, particularly as it applies within a Local Government.

8.8 Working knowledge of accounting systems, with experience of IT Vision Synergysoft an advantage.

8.9 A sound knowledge of tax legislation as it relates to Local Government.

8.10 Commitment to further training and professional development



**SALARY PACKAGE**  
**Deputy Chief Executive Officer**

**1 CONTRACT OF EMPLOYMENT:**

A negotiated contract of employment of between 3 to 5 years is offered, with the possibility of an extension.

**2 INITIAL PROBATIONARY PERIOD:**

The negotiated contract of employment will be offered with an initial probationary period of six months in which time the Council may terminate this contract on 12 weeks written notice.

**3 SALARY:**

A salary will be negotiated up to \$90,000 per annum, depending on skills, experience and qualifications.

**4 HOURS OF WORK:**

Flexible working hours apply for this role. Normal office hours are from 8.30am to 5pm however the nature of the position will require an earlier start and/or a later finish on occasions.

**5 LEAVE:**

Provision of Annual, Sick and Carer's Leave will be in accordance with the Local Government Industry Award

**6 LONG SERVICE LEAVE:**

Thirteen weeks after ten years continuous Local Government service, transferable between Local Authorities within Western Australia.

**7 MOTOR VEHICLE**

A fully maintained motor vehicle will be supplied for unrestricted private use within Western Australia. The current Council vehicle allocated to this position is a Toyota Corolla or equivalent.

**8 SUPERANNUATION:**

The Council makes superannuation contributions of 9.5% of the base salary plus matching contributions of up to 6%, providing the employee makes voluntary contributions of 6% or more. The combined total of the Shire of Cuballing contribution is up to 15.5% of the specified salary.

**9 RESIDENTIAL ACCOMMODATION**

Council's strong preference is for the Officer to reside within the Shire of Cuballing.

Council offers subsidised rental of suitable accommodation in the town of Cuballing.

**10 RELOCATION EXPENSES REIMBURSEMENT:**

Council will meet the cost of the officer's relocation expenses up to \$2,500. Removal expenses are restricted to household goods, furniture and personal effects with receipts produced to claim reimbursement. The reimbursement is conditional upon repayment being required at 100% if the officer leaves within 12 months and 50% if the officer leaves within 24 months.

**11 POLICE CLEARANCE:**

Applicants are required to provide a National Police Clearance Certificate before commencing employment. Council will refund the expenses of obtaining this clearance.

**12 MEDICAL EXAMINATION:**

Applicants are required to attend a pre-employment medical prior to commencing employment. Council will refund the expenses of obtaining this medical.

**13 TELEPHONE ALLOWANCE**

A mobile phone is provided for the Officer's business use with some personal use permitted.

**14 COMPUTER USAGE:**

Internet and email provision is applicable subject to user requirements and in accordance with Council policy.

**15 STUDY ASSISTANCE:**

Employees who have enrolled for technical education relevant to their position may have a portion of enrolment fees paid upon successfully completing each nominated subject. Requests for study leave or fee reimbursements must be pre-approved by the CEO

**16 SUMMARY OF SALARY PACKAGE:**

Position	Deputy Chief Executive Officer			
Basis of Employment	Contract Staff - 3 Year Contract			
Component	From		To	
Salary		75,000		90,000
Allowances		-		-
<b>Total Salary</b>		<b>75,000</b>		<b>90,000</b>
Superannuation	9.5%	7,125	9.5%	8,550
Superannuation	6%	4,500	6%	5,400
50% Subsidy of Electricity & Power	Yes	1,200	Yes	1,200
Uniform Allowance	Yes	500	Yes	500
Communications-Internet	Yes	850	Yes	850
Communications-Mobile Telephone	Yes	500	Yes	500
Relocation Expense	Yes	2,500	Yes	2,500
Private Use of Vehicle	Yes	10,000	Yes	10,000
Subsidised Housing	Yes	13,000	Yes	13,000
<b>Total Package</b>		<b>115,175</b>		<b>132,500</b>

**DRAFT  
CONTRACT OF EMPLOYMENT**

**SHIRE OF CUBALLING**

**&**

**DEPUTY CHIEF EXECUTIVE OFFICER**

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**THIS CONTRACT OF EMPLOYMENT**

is made on the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

- 1. Shire of Cuballing (the Local Government)  
Campbell Street (address for service of notices)  
CUBALLING WA 6311

**And**

- 2. .... (the Officer)  
..... (address for service of notices)  
.....

**1. POSITION**

The position is that of Deputy Chief Executive Officer of the Local Government.

This contract relative to that position is made under and subject to the *Local Government Act 1995*.

**2. DEFINITIONS**

In this Contract:

- 2.1 "Act" means the *Local Government Act 1995*;
- 2.2 "CEO" means the Chief Executive Officer of the Local Government;
- 2.3 "Confidential Information" means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements and things (other than an agreement or thing 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 the Council or any undertaking from time to time carried out by the Council.
- 2.4 "Council" means the Council of the Local Government;
- 2.5 "Long Service Leave Regulations" means the Local Government (Long Service Leave) Regulations.
- 2.6 "Mediation Service" as referred to in clause 17 means an individual or company contracted to mediate a dispute between the parties.
- 2.7 "Policies" means the policies adopted by Council.
- 2.8 "Position" means the office or position defined in Clause 1.

2.9 "Remuneration Package" means the total of the remuneration package specified in Clause 12.

2.10 "Term" means, the term specified in Clause 4.

### **3. CONSTRUCTION**

Unless expressed to the contrary, words importing:

3.1 The singular include the plural and vice versa.

A reference to:

3.2 A person includes a firm, an unincorporated association, an incorporated association, a corporation and a government or statutory body or authority.

3.3 A person includes their legal personal representatives, successors and assigns.

3.4 A statute, ordinance, code, regulation, award or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

3.5 A right includes a benefit, remedy, discretion, authority or power.

3.6 An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation.

3.7 Provisions or terms of this Contract, or another document, contract, understanding or arrangement include a reference to both express and implied provisions and terms.

3.8 This Contract or any other document includes this Contract or other document as varied or replaced and notwithstanding any change in the identity of the parties.

3.9 Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions or other electronic mail or transmissions.

3.10 Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

3.11 Headings are for convenience only and do not effect the interpretation of this Contract.

#### **4. TERM OF EMPLOYMENT**

Subject to the terms and conditions contained in this contract, the Local Government will employ the Officer for a term of ..... years commencing on the .....<sup>this</sup> day of ..... 2018 and expiring on the .....<sup>th</sup> day of ..... 20.....

#### **5. INITIAL PROBATIONARY PERIOD**

The Officer's employment will be subject to an initial probationary period of six months. During the probationary period the Council may terminate this contract with 12 weeks written notice.

Before the end of the probationary period, the Council may terminate this Contract or extend the probationary period for a further three months, up to a total period of nine months. If the Officer's performance has met the Council's requirements, then the Officer's appointment will be confirmed.

#### **6. FURTHER CONTRACTS**

There is no compulsion on either the Council or the Officer to agree to a new Contract. The Council and/or the Officer shall initiate discussions not later than 12 months prior to the expiry of the Term for the parties to enter into a new Contract for a further term with the Council making a decision to finalise those discussions not later than 9 months prior to the expiry of the term of this Contract. In the event that the Council and the Officer agree to a new contract, a new contract will be executed.

#### **7. OFFICER'S DUTIES AND FUNCTIONS**

The Officer must carry out the duties and functions as are:

- 7.1 Set out in the Position Description and as varied from time to time by agreement between the parties.
- 7.2 Set out in the policies of the Local Government as adopted by the Local Government from time to time during the term of employment.
- 7.3 Imposed by the Act or in any other statute and associated regulations relevant to the position.

The Officer shall:

- 7.4 Work such reasonable hours as are necessary to carry out the duties and functions of the position.
- 7.5 Observe and carry out all lawful directions given by the CEO, in relation to the performance of the Officer's duties and functions under this Contract.

- 7.6 Disclose any financial or other interest relating to the business of the Local Government in accordance with the Act or which conflicts or may conflict with the discharge of the duties and functions of the office and comply with any reasonable direction given by the CEO in respect of that interest.
- 7.7 Devote the whole of their professional effort to their employment and will not hold any position or take on any activities which may in any way be seen to conflict with the Officer' s obligations under this contract unless approved by the CEO.

## 8. PERFORMANCE CRITERIA

The following Responsibilities and Performance Measurement Criteria and the Key Responsibilities set out in Clause 6 of Appendix 1 apply to this contract:

**Responsibility 1 - Provide leadership, management, professional advice and support to the Executive Management Team and the Corporate Services Department.**

Authority Level - Full management authority as delegated by the CEO for operational management of the Corporate Services Department.

Measurement - 1 The Corporate Services Department is well run in accordance with relevant statute and associated guidelines and codes, Council's policies and administrative procedures, meeting operational targets and effectively meeting the needs of the Council and the community.

Measurement - 2 High standards are maintained with regard to the financial management of the Corporate Services Department.

Measurement - 3 No justifiable complaints are received from the CEO or external customers and stakeholders.

**Responsibility 2 - Develop a team approach from all staff within the Corporate Services Department, and encourage the development of staff to reach their full potential whilst overseeing the activities of the Department in a co-ordinated manner.**

Authority Level - Acts autonomously within the policies and guidelines established by the CEO and the Council.

Measurement - 1 Corporate Services Department staff are improving in the skill levels, confidence, abilities, initiative and teamwork.



**Responsibility 3 - Establish best practice and quality management principles in the operations of the Corporate Services Department.**

Authority Level - Acts autonomously within the legislation and policies and guidelines established by the CEO and the Council.

Measurement - 1 Planning and programming of all activities in the Corporate Services Department are of a high professional standard.

**Responsibility 4 - To ensure (in cooperation with Administration Officer) that all documents relating to Corporate Services Department are registered and managed in accordance with the Records Management Plan approved Council.**

Authority Level - The Officer is expected to work in cooperation with the Records Manager/Records Officer

Measurement – 1 High level of cooperation with records staff.

Measurement – 2 All Corporate Services Department related documents are managed appropriately in accordance with the Document Management Plan

**Responsibility 5 - To provide high quality input to the Council's Annual report, operational plan, annual budget and long term financial planning in the Corporate Services Department.**

Authority Level - The Officer is expected to work cooperatively with all other staff.

Measurement -1 High level of cooperation with all other staff

Measurement – 2 Quality input to corporate documents, corporate plans and corporate decision making.

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

## **9. PERFORMANCE REVIEWS**

The CEO will ensure that a review of the Officer's performance is conducted annually or more frequently if the CEO or the Officer perceives there is a need to do so.

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

Where an external facilitator is to be used, both parties must agree to the nominated facilitator.

The Officer will prepare and submit to the CEO and/or facilitator an assessment of his/her own performance prior to the assessment by the CEO.

The final report on the performance of the Officer is to be prepared by the CEO and/or facilitator in consultation with the officer.

## **10. CONFIDENTIAL INFORMATION**

The Officer shall not divulge any confidential information about the Local Government both during and after their term of employment with the Local Government. Confidential information includes all information and intellectual property relating to the functions and operations of the Local Government which is not made available to the public.

In the event of termination, the Officer must deliver to the Local Government all confidential information relating to the local government in the Officer 's possession and must not keep or make copies of such information.

## **11. CONDUCT**

The Officer shall at all times carry out his/her duties and functions in the best interests of the Local Government, and ensure that the CEO's actions do not bring the Local Government into disrepute or cause the Local Government damage.

The Officer will comply with the Employee's Code of Conduct adopted by the Local Government pursuant to section 5.103 of the Act or as prescribed in Regulations under the Act.

## **12. SUSPENSION**

The Council may, during a period which the Officer is under charge with any criminal offence, suspend the Officer from duty on full pay.

## 13. REMUNERATION

The Local Government will provide the Officer with the remuneration package detailed below:

### 13.1 Salary Package

The Officer shall be entitled to a total remuneration package of \$..... per annum, which takes into account:

- the requirement to attend Council meetings outside working hours;
- an acknowledgment that the position is measured on performance and not on the number of hours worked; and
- all additional loadings and allowances.

The components representing the remuneration package shall be:

13.2	Salary (cash component)	\$ .....	per annum
13.3	Motor Vehicle	\$ 10,000	per annum
13.4	Superannuation	\$ .....	per annum
13.7	Subsidised Residential Accommodation	\$ 13,000	per annum
13.8	Relocation Expenses	\$ 2,500	once off
13.9.1	Communications Allowance – Mobile Phone	\$ 500	per annum
12.9.2	Communications Allowance – Internet	\$ 850	per annum

### 13.2 Salary (Cash Component)

13.2.1 The remuneration package referred to in subclause 12.1 shall be reviewed annually by Council. A review shall not result in a decrease in the remuneration package.

13.2.2 The Officer's salary shall be payable fortnightly, in arrears to an account nominated by the Officer.

### 13.3 Motor Vehicle

13.3.1 The Local Government shall provide unlimited private use of a motor vehicle in accordance with policy as at the date of signing this contract, equivalent in value to a Toyota Carolla, for the use of the Officer.

13.3.2 The Local Government shall be responsible for all running costs of the motor vehicle including, but not limited to all registration, insurance, fuel and maintenance costs of the motor vehicle.

13.3.3 The Officer is responsible for organising for the motor vehicle to be maintained, serviced and cleaned in an appropriate manner.

13.3.4 Unlimited private use entitles the Officer and a driver designated by the Officer to use the motor vehicle for both business and private purposes in Western Australia.

#### **13.4 Superannuation**

13.4.1 The Local Government will make superannuation contributions during the term of the contract of 15.5% subject to the Officer making contributions equivalent to 6% of their salary. The Local Government's contribution includes the Superannuation Guarantee levy.

13.4.2 The Officer may elect to pay additional superannuation contributions as part of a salary sacrifice arrangement with the Local Government. Such an agreement will result in a lower cash component being paid to the Officer.

#### **13.5 Fringe Benefits Tax**

The Local Government shall pay any liability with respect to Fringe Benefits Tax incurred as a result of the benefits provided in this Contract, or the ordinary carrying out of Local Government business by way of functions or travelling.

#### **13.6 Valuation**

The value to be allocated to each component of the Officer's total remuneration shall be determined by the Local Government in accordance with such valuation principles as it may adopt from time to time to value benefits extended to its employees.

#### **13.7 Housing**

13.7.1 The Local Government will provide residential accommodation for the Officer at a subsidised rate.

13.7.2 At the commencement of the Term the rent is \$50 per week payable fortnightly in advance by the Officer.

13.7.3 The Officer must pay to the Local Government the rate specified in paragraph 13.7.2, as varied from time to time, pursuant to paragraph 13.7.2 in such manner as it from time to time agreed.

13.7.4 The Local Government will pay the water consumption costs provided that the gardens are kept in neat and tidy order.

### **13.8 Relocation Expenses**

Council will meet the cost of the Officers relocation expenses up to \$2,500 with 50% of the reimbursement to be made on commencement and 50% paid after successful completion of six (6) months service. Receipts must be produced to claim reimbursement-

### **13.9 Other Benefits**

13.9.1 The Officer will be permitted a level of private use of the Mobile Telephone provided for work purposes up to an amount agreed annually.

13.9.2 Council will provide and maintain an internet connection, for an amount agreed annually, at the Officer's residence for work purposes. The Officer is permitted private use of this connection.

## **14. LEAVE**

This may include, but is not limited to:

### **14.1 Annual Leave**

The Officer is entitled to four weeks' paid annual leave each year, to be taken during agreed periods.

### **14.2 Long Service Leave**

Long service leave shall be in accordance with the Local Government (Long Service Leave) Regulations.

### **14.3 Personal Leave**

14.3.1 The Officer is entitled to two weeks (cumulative) per annum paid personal leave when he/she is absent:

- due to personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the Officer's care and support (carer's leave);

14.3.2 The Officer is entitled to two days bereavement leave as non-cumulative leave on any occasion on which a member of the Officer's immediate family or household dies.

#### **14.4 Parental Leave**

Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available if the Officer has been employed for a 12 month period or more immediately preceding the commencement of the leave.

14.4.1 The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period. Personal leave is not available and no leave entitlements accrue during the period of Parental Leave.

14.4.2 The Officer may take any other forms of paid leave to which he/she are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period. The maximum entitlement to Paternity Leave is reduced by any maternity leave taken by the Officer's spouse. Paternity Leave cannot normally be taken while the Officer's spouse is on maternity leave.

#### **14.5 Public Holidays**

The Officer shall be entitled to Western Australian Gazetted public holidays.

### **15. TERMINATION OF EMPLOYMENT**

#### **15.1 Effluxion of Time**

The employment of the Officer shall, unless a new contract is negotiated, terminate on the expiry date specified in Clause 4 of this Contract.

#### **15.2 Termination by Officer**

The Officer may terminate this contract by giving six weeks written notice to the Council.

#### **15.3 Termination by Council**

The Council may terminate this contract by giving three months written notice to the Officer.

Council may approve a payment to the Officer of up to the value of one year's remuneration if the contract has one year or more to run, or, if the contract has less than one year to run, a payment not exceeding the value of remuneration the Officer would have received if the contract had been completed.

The Officer retains the right to recourse for unfair dismissal remedies if termination is harsh, unjust or unreasonable.

## **15.4 Summary Dismissal**

The Council may terminate the employment of the Officer in writing for a period of less than three months if:

15.4.1 The Officer commits any wilful or serious misconduct or wilful neglect in the discharge of the Officer's responsibilities or obligations under this Contract.

15.4.2 The Officer wilfully disobeys any reasonable and lawful order or direction by the Council.

15.4.3 The Officer is convicted and under sentence for a crime or has been convicted of a serious Local Government offence within the meaning of Section 2.22 of the *Act*

A payment under sub-clause 15.3 does not apply where the termination is a result of an event identified under sub-clause 15.4.1, 15.4.2 or 15.4.3.

## **16. INCONSISTENCY AND SEVERANCE**

This Contract shall be governed by and construed in accordance with the laws of the State of Western Australia.

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

If there is any inconsistency between this Contract and the *Local Government Act 1995*, the Act prevails but only to the extent of the inconsistency.

Each provision of this document shall be read and construed independently of the other provisions of this document 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.

If a provision of this document 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.

## **17. ALTERATIONS TO THIS CONTRACT**

This contract may only be varied or replaced by agreement in writing signed by the parties.

## **18. DISPUTE RESOLUTION**

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

- 18.1 Attempt to resolve the matter at workplace level by the Officer and the Council, or a person or a committee delegated by the Council for that purpose, meeting and conferring on the matter.
- 18.2 Agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level.
- 18.3 Agree that if either party refers the matter to an independent mediator, both parties will participate in the mediation process in good faith.
- 18.4 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

The cost of the mediation service will be met by the Local Government. Where an advisor is used by either party, that party will be responsible for meeting the cost of the advisor.

## **19. NOTICES**

Any notice or other communication between the parties:

- 19.1 Must be in legible writing to the last recorded (or known) address;
- 19.2 Is regarded as being given to the sender and received by the addressee:
  - if by person, when delivered;
  - if by post, 3 business days from and including the date of postage; and
  - if by facsimile transmission, whether or not legibly received, when transmitted to the addressee, but if the delivery or receipt is on a day which is not a business day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following business day.
  - if by email, the date of receipt shown on the email.
- 19.3 If the sender is advised that a facsimile transmission is not legible within 2 hours after transmission, the facsimile transmission is not regarded as legible.

## **20. OTHER TERMS AND CONDITIONS**

Subject to any express provision in this Contract to the contrary, each party shall bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations arising out of this Contract.



**21. EXECUTION BY THE PARTIES**

**THE COMMON SEAL** of the  
Shire of Cuballing was hereunto  
affixed by authority of a resolution  
of the Council in the presence of:

**President**

**Name of President**

\_\_\_\_\_  
**Cr M Conley**

**Chief Executive Officer**

**Name of Chief Executive Officer**

\_\_\_\_\_  
**Mr G A Sherry**

**signed by:**

\_\_\_\_\_

**in the presence of:**

**Name of Witness**

\_\_\_\_\_