



CONFIDENTIAL SPECIAL COUNCIL MEETING

CONFIDENTIAL MATTERS

3.1 Chief Executive Officer Employment Agreement (Attachment).....4

Released 13 September 2019

3.1 CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

Contact Person: Mrs Rosemary Munslow

Why is this matter confidential?

Subject to an order pursuant to Section 90 (3) (a) of the Local Government Act 1999, this matter is confidential because it contains information which relates to the personal details of individuals that have applied for the position of Chief Executive Officer.

A. COUNCIL/COMMITTEE TO MOVE MOTION TO GO INTO CONFIDENCE

No action – this motion passed in the open section.

B. THE BUSINESS MATTER

3.1 CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

Responsible Executive Manager : Mrs Rosemary Munslow

Report Author : Mrs Rosemary Munslow

Delegated Authority : Matters which cannot be delegated to a Committee or Staff.

Attachments : [1](#). Draft Employment Agreement_11092019

PURPOSE

For Council to consider the Draft CEO Employment Agreement and formally appoint Mr Sam Green to the position of Chief Executive Officer.

STAFF RECOMMENDATION

That the Council:

1. That pursuant to Section 98(5) of the *Local Government Act 1999*, the Council appoint Mr Green to the position of Chief Executive Officer on the terms and conditions of employment set out in the Employment Agreement attached to the report titled Chief Executive Officer Employment Agreement and dated 11 September 2019 (the employment contract), subject to Mr Green accepting the terms and conditions set out in the Employment Agreement;
2. Authorise the Mayor to notify Mr Green of this resolution and provide Mr Green with the employment contract;
3. Request the Mayor report back to the Council by [date] on the outcome of his discussions with Mr Green either at a Council Meeting, or through a Mayor Communique.

EXECUTIVE SUMMARY

Following the vacancy of the CEO position in late 2018, Council commenced a recruitment and selection process in March 2019.

The Chief Executive Officer Review Committee undertook a tender process resulting in the appointment of the Local Government Association SA (LGASA) Recruitment (recruitment agency). The Committee worked with the recruitment agency on a number of occasions over the past months regarding the recruitment and selection of the CEO. The Committee have interviewed a number of applicants and shortlisted four candidates to present to Council for consideration for the position of CEO.

Council considered the presentations from the shortlisted candidates at the meeting on 9 September 2019 and determined to offer the position to Mr Sam Green.

The purpose of this meeting is for Council to consider the CEO Employment Agreement and formally appoint Mr Green to the position of Chief Executive Officer.

1. BACKGROUND

The Chief Executive Officer (CEO) position became vacant on 6 December 2018.

Council established the Chief Executive Officer Review Committee (Committee) on 26 February 2019, following the November 2018 Local Government Elections, including the endorsement of the Charter that included the role of the Committee to perform the function of the selection panel when recruiting a CEO. Council endorsed the commencement of the recruitment process at the Council meeting on 26 March 2019.

On 8 April 2019 the Committee endorsed a tender scope to go out to the open market for services to assist the Council in recruiting a new CEO and the Committee considered the tender submissions at the meeting on 13 May 2019.

Following the workshop, the position of CEO was advertised and LGASA Recruitment managed the receipt of applications and the initial shortlisting and phone interviews with candidates. LGASA Recruitment provided detailed information to the Committee regarding the first round of shortlisted applications on 29 August 2019. The Committee further shortlisted to six candidates to proceed in the process.

Interviews with the six shortlisted candidates were undertaken by the Committee on 2 and 4 September 2019. The Committee shortlisted four candidates to proceed further in the process and to present to Council for consideration.

The Committee met again on 27 May 2019 and after evaluating the submissions received for recruitment agency services, resolved to engage LGASA Recruitment. The Committee held an initial workshop to identify the attributes required of a CEO and define the scope for the recruitment with LGASA Recruitment on 13 June 2019.

At the Special Council meeting on Monday 9 September 2019, Council resolved the following:

Mr Sam Green be offered a five year contract as the position of Chief Executive Officer, with a total salary package of \$300,000 inclusive of superannuation, plus the offer of executive coaching from LGASA Recruitment.

2. RELEVANCE TO STRATEGIC PLAN

1: Smart Service Delivery Program

Outcome 1.1 High quality services and amenities

The efficient and effective process of recruiting a new CEO ensures that the Strategic Plan can continue to be delivered.

3. PUBLIC CONSULTATION

There is no requirement to consult with the public on this matter.

4. DISCUSSION

- 4.1 Attached to this report is the Draft CEO Employment Agreement which has been drafted by Norman Waterhouse Lawyers in consultation with Mr Steve Nolis from LGA SA Recruitment.
- 4.2 The conditions outlined in the draft Employment Agreement are standard clauses consistent with other CEO contracts across local government. The notice periods in clause 17.3 *Termination by the Provision of Notice* are reflective of industry standard.
- 4.3 In accordance with clause 13.1, Council need to consider the period for each year that coaching and mentoring will be made available to the CEO.
- 4.4 The figures in the Total Employment Cost Package (TECP) add up to greater than the \$300k as agreed by Council on the 9 September 2019. Given that the superannuation figure is a percentage of the annual base salary it is difficult to have the two figures amount to an even \$300k. The figures provided in the schedule are reflective of the current TECP that the Acting CEO Mr Green is remunerated.
- 4.5 Once Council are satisfied with the Employment Agreement it can be provided to Mr Green for his consideration and subsequent execution.
- 4.6 In the event that Mr Green is not satisfied with the terms and conditions there will need to be a further meeting for Council to consider.
- 4.7 Mr Steve Nolis from LGA SA Recruitment and Ms Virginia Lui from Norman Waterhouse Lawyers will be in attendance at the meeting to advise Council accordingly.

5. OPTIONS

Recommendation

That the Council:

1. That pursuant to Section 98(5) of the *Local Government Act 1999*, the Council appoint Mr Green to the position of Chief Executive Officer on the terms and conditions of employment set out in the Employment Agreement attached to the report titled Chief Executive Officer Employment Agreement and dated 11 September 2019 (the employment contract), subject to Mr Green accepting the terms and conditions set out in the Employment Agreement;

2. Authorise the Mayor to notify Mr Green of this resolution and provide Mr Green with the employment contract;
3. Request the Mayor report back to the Council by [date] on the outcome of his discussions with Mr Green either at a Council Meeting, or through a Mayor Communique.

Option 2

1. Endorse the terms and conditions of employment for the position of Chief Executive Officer set out in the draft Employment Agreement attached to the report titled Chief Executive Officer Employment Agreement and dated 11 September 2019 (the employment contract), for provision to Mr Green;
2. Authorise the Mayor to notify Mr Green of this resolution and the Council's proposed terms and conditions of employment and seek his views on the Employment Agreement;
3. Request the Mayor report back to the Council by [date] on the outcome of his discussions with Mr Green at a Council meeting for the purposes of the Council formally making an appointment to the position of Chief Executive Officer and/or considering any proposed amendment to the Employment Agreement.

6. ANALYSIS OF OPTIONS

6.1 Recommendation Analysis

6.1.1 Analysis & Implications of the Recommendation

Option 1 provides the ability for the Mayor to provide the Employment Agreement to Mr Green and subject to his acceptance then the Council have executed the Appointment in accordance with legislation. This option will not require an additional meeting.

6.2 Option 2 Analysis

6.2.1 Analysis & Implications of Option 2

Option 2 provides the ability for the Council to first consider the contract, seek feedback from Mr Green and then at a subsequent meeting make the formal appointment.



EMPLOYMENT AGREEMENT

Between

City of Playford

and

Sam Green

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THIS IS AN EMPLOYMENT AGREEMENT between:

CITY OF PLAYFORD of 12 Bishopstone Road, Davoren Park in the State of South Australia
(the Council)

AND

SAM GREEN of [INSERT] in the State of South Australia (the CEO)

INTRODUCTION

- A. The Council is a body corporate constituted by proclamation pursuant to the *Local Government Act 1999* (SA).
- B. The Council wishes to employ the CEO on a fixed-term basis, in accordance with Section 96 of the *Local Government Act 1999* (SA).
- C. The CEO has agreed to accept the employment on the terms and conditions set out herein.
- D. The Parties acknowledge that the CEO commenced employment with the Council on [insert date] and has accrued leave entitlements to his credit as at the Commencement Date. Those entitlements may be accessed by the CEO during the Term of the Agreement.

1. DEFINITIONS

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

Act means the *Fair Work Act 1994* (SA);

Agreement means this employment agreement;

Award means the South Australian Municipal Salaried Officers Award or a successor award;

Commencement Date means [insert date];

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 CEO is confidential or which if disclosed, the CEO knows or ought reasonably to know would be detrimental to the Council;
- (d) all other information which is imparted to the CEO in circumstances which the CEO knows or should reasonably know that the information is confidential to the Council or any other persons with whom the Council is concerned; and

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

Council means the elected body of the City of Playford (or referred to as the Council);

Duties means the responsibilities, duties and functions of the CEO specified in this Agreement and in Schedule 1;

Expiry Date means the date upon which this Agreement expires on [insert date], being 5 years from the Commencement date, unless otherwise terminated in accordance with this Agreement;

TEC Package means the monetary and non-monetary entitlements detailed at Clause 11.

Term means the period of employment specified in Clause 3.1.

2. APPLICATION OF OTHER INDUSTRIAL INSTRUMENTS

- 2.1 This Agreement shall be read in conjunction with the Act.
- 2.2 This Agreement shall not be read in conjunction with the Award, or any other industrial award or agreement arising from the Act.
- 2.3 The City of Playford Enterprise Agreement 2016, or a successor agreement, does not apply to the CEO's employment.

3. TERM OF EMPLOYMENT

- 3.1 The CEO's employment commences on the Commencement Date and will continue under this Agreement for 5 years, concluding on the Expiry Date.

4. FURTHER AGREEMENT

- 4.1 Either the CEO or Council may enter into discussion with regard to a new employment agreement at any time before the Expiry Date.
- 4.2 If the CEO accepts an offer of a new employment agreement (if one is offered), the terms and conditions of that employment shall be set out in a further written agreement.
- 4.3 If a new employment agreement is entered into by the parties under this Clause prior to the Expiry Date, the CEO will be deemed to have continuity of service with the Council for the purpose of determining the CEO's accrued benefits under the new employment agreement.
- 4.4 If the terms of a new employment agreement cannot be agreed between the parties by the Expiry Date, the CEO's employment will conclude on the Expiry Date.

5. HOURS OF WORK

- 5.1 The CEO's hours of work average 38 hours per week including reasonable additional hours and will be as required for him to perform the Duties and the other functions pursuant to this Agreement.

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- 5.2 The CEO must devote his whole time and attention during the hours reasonably required to properly perform the Duties.
- 5.3 No additional remuneration or penalties are payable for hours additional to 38 hours per week or the circumstances in which they are performed. The TEC Package is in full compensation for all entitlements and hours of work performed.

6. REQUIREMENTS OF POSITION

- 6.1 The CEO must perform the Duties set out in Clause 7 and Schedule 1 to this Agreement.
- 6.2 The CEO will be consulted in the development of key performance indicators, which will be set by the Council and appended to this Agreement within 3 months of the Commencement Date.
- 6.3 The Council may change any of the Duties set out in Schedule 1 in consultation with the CEO, as long as those Duties remain within the skills and expertise of the CEO.

7. DUTIES AND RESPONSIBILITIES

- 7.1 The CEO must:
 - 7.1.1 comply with the Code of Conduct for Council Employees;
 - 7.1.2 observe and comply with statutory responsibilities arising from the *Local Government Act 1999* (SA) and all other applicable legislation;
 - 7.1.3 observe and comply with all lawful directions and instructions of the Council;
 - 7.1.4 perform the Duties with such a degree of skill, care and diligence, which is appropriate to the Duties;
 - 7.1.5 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;
 - 7.1.6 act in the best interest of the Council at all times;
 - 7.1.7 account to the Council for any remuneration or other benefit received from a third party in the CEO's capacity as CEO in any business conducted or promoted by the Council or any related corporation;
 - 7.1.8 be informed and up to date on issues and developments that affect all areas of responsibility;
 - 7.1.9 attend meetings of the Council and other bodies as required;
 - 7.1.10 exercise responsibilities and Duties where the Council has delegated authority;
 - 7.1.11 personally observe the requirements of the Council's policies and procedures in force from time to time;

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7.1.12 carry out and perform the Duties:

7.1.12.1 lawfully;

7.1.12.2 with proper decorum;

7.1.12.3 to the best of the CEO's ability and judgment; and

7.1.12.4 to the satisfaction of the Council;

7.1.13 promote the aims and objectives of the Council;

7.1.14 maintain a current, unimpeded South Australian driver's licence throughout the Term; and

7.1.15 at all times comply with any legislation applying to matters within the scope of the CEO's employment.

7.2 The CEO accepts that the Council may require him to carry out any and all Duties which are within his skills and competence, including those Duties specifically outlined in Schedule 1.

8. ACCOUNTABILITY

8.1 The CEO is accountable to the Council and is required to satisfactorily carry out the responsibilities, Duties and functions set out in the position description in Schedule 1, which forms part of this Agreement.

8.2 The CEO will be subject to the direction and control of the Council at all times.

8.3 The CEO will devote his whole time and attention during the hours reasonably required to properly perform the Duties.

9. DISCLOSURE OF INTERESTS

9.1 The CEO will disclose to the Council any interests (whether direct or indirect) which may give rise to a conflict with his performance of the Duties and responsibilities pursuant to this Agreement.

9.2 The parties acknowledge and agree that the CEO has involvement with the bodies currently listed on the CEO's annual declaration of interest.

10. OUTSIDE INTERESTS

10.1 The CEO 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 CEO (other than the employment provided by this Agreement), except with the prior written consent of the Council, which will not be unreasonably withheld.

10.2 If the Council provides its consent to the CEO pursuant to Clause 10.1, the CEO agrees that he will give priority to the employment obligations under this Agreement over and above any other business or employment in which he is authorised by the Council to engage.

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11. TOTAL EMPLOYMENT COST PACKAGE (TEC PACKAGE)

11.1 In consideration of performing the Duties, the CEO is entitled to the TEC Package, which will incorporate annual salary, superannuation and a value in respect of the provision of a vehicle (howsoever provided) outlined in this Clause and Schedule 1.

11.2 Regardless of Clause 11.1, the parties may agree to enter into any lawful salary packaging arrangement by mutual agreement between them, which will be recorded in writing and annexed to this Agreement. The Council will bear the cost of Fringe Benefits Tax (if any) associated with any salary packaging arrangements reached with the CEO.

11.3 No additional remuneration is paid for overtime worked by the CEO, it being noted that the salary component of the TEC Package is loaded in consideration of such hours.

11.4 The cash component of the TEC Package will be paid in arrears in equal fortnightly instalments, or as otherwise provided by the Council, by direct deposit to an account nominated by the CEO.

11.5 Superannuation

The Council must make superannuation contributions in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and as necessary to ensure that the Council is not subject to the charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

11.6 Deductions**11.6.1 The Council must:**

11.6.1.1 Deduct from the cash component of the TEC Package and remit to the Australian Taxation Office instalments of income tax in compliance with its obligations under the *Income Tax Assessment Act 1936* (Cth); and

11.6.1.2 Make any other deduction which the Council is lawfully authorised or obliged to make.

11.7 Vehicle

11.7.1 The Council requires the CEO to have a current and unimpeded driver's licence so as to fulfil the Duties in this Agreement.

11.7.2 The CEO may be entitled to private use of a Council-maintained vehicle to the value specified in the Council's Motor Vehicle Policy.

11.7.3 The CEO is required to adhere to the terms of the Council's Motor Vehicle Policy regarding the use of the vehicle.

11.7.4 During ordinary business hours, the vehicle must be made available to other Council employees for the purposes of undertaking Council business.

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11.7.5 The Council will be responsible for the payment of the Fringe Benefits Tax associated with the vehicle (if any).

12. PROVISION OF WORK-RELATED EQUIPMENT

12.1 The Council shall provide the CEO with the following equipment, and ensure payment in respect of the following services, to assist in the performance of his Duties:

12.1.1 Mobile phone;

12.1.2 Laptop computer;

12.1.3 iPad;

12.1.4 Establishment (if not established as at the Commencement Date) and maintenance of an internet connection at the CEO's residence;

12.1.5 Establishment (if not established as at the Commencement Date) and maintenance of a telephone landline at the CEO's residence.

12.2 The CEO is required to return the mobile phone, laptop computer and iPad to the Council by the Expiry Date, unless otherwise agreed with the Council.

13. PROFESSIONAL DEVELOPMENT

13.1 The Council agrees to provide the CEO with access to executive coaching or mentoring services through LGASA Recruitment or another mutually agreed provider for a period of [INSERT] each year.

13.2 The costs associated with the executive coaching or mentoring services through either the LGASA Recruitment or another mutually agreed provider will be borne by the Council.

14. PROFESSIONAL MEMBERSHIPS

The Council will pay for the cost of the CEO's professional membership(s) to bodies relevant to the CEO's Duties and/or to fund professional development opportunities throughout the Term of this Agreement, including interstate and/or overseas travel, as nominated by the CEO, by agreement with the Council.

15. PERFORMANCE REVIEW

15.1 The parties agree that the CEO will undergo a performance review in accordance with the Personal Evaluation System each year, typically in July, for the Term of this Agreement. The CEO must participate in any performance review required by the Council.

15.2 The performance review shall be conducted by a Performance Review Panel appointed by the Council (**the Panel**).

15.3 The Panel will assess the CEO's performance by reference to review process that currently exists at the Council measured against the CEO's Duties as outlined in this Agreement, Position Description and any other factors considered relevant by the Panel. The Panel will evaluate the extent to which

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the CEO has discharged the CEO's goals, objectives, responsibilities and Duties outlined in Schedule 1.

- 15.4 The performance review will review the CEO's Position Description and key performance indicators through the review process that currently exists at the Council.
- 15.5 A written report shall be compiled with respect to the performance review and a copy provided to the CEO. The report shall set out in detail any particular aspects of the CEO's performance that require improvement, together with reasonable time frames within which the Panel expects those areas of performance to be improved to a specified standard.
- 15.6 The Council must provide whatever counselling, advice and assistance are reasonably necessary to enable the CEO to improve his performance during that period.
- 15.7 At the conclusion of the time frames referred to in Clause 15.5 and after taking into account the written report referred to in that Clause (and such other matters as the Council considers relevant), the CEO will either:
 - 15.7.1 Be informed that performance has improved to the satisfaction of the Council and that no further action will be taken; or
 - 15.7.2 Be provided with further written notice, providing final warning that unless the CEO's performance improves in the same stipulated areas, once again within a time frame, the Council will terminate this Agreement pursuant to Clause 17.3.1.
- 15.8 The CEO's Position Description must be reviewed and, if necessary, amended by agreement within two months after each performance review.

16. **TEC PACKAGE REVIEW**

- 16.1 The TEC Package specified in Clause 11 and Schedule 2 shall be reviewed annually in conjunction with the performance review process.
- 16.2 The TEC Package review will be conducted within one month of the performance review set out in Clause 15 (if reasonably practicable), and any change to the TEC Package shall take effect from the date on which the performance review is concluded.
- 16.3 The review of the TEC Package will take into account the following:
 - 16.3.1 The key performance indicators;
 - 16.3.2 The CEO's Duties;
 - 16.3.3 Remuneration paid to CEO's of similar sized councils in South Australia; and
 - 16.3.4 Any other factor the Panel considers relevant.
- 16.4 Despite the foregoing, the CEO is not entitled, by right, to any increase in the TEC Package during the Term.

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17. TERMINATION OF AGREEMENT

17.1 Summary Termination

17.1.1 This Agreement may be terminated by the Council without notice and without the payment of compensation in lieu of notice in the event that the CEO:

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

17.1.1.2 engages in serious and wilful misconduct;

17.1.1.3 is guilty of serious neglect of duty in the discharge of the Duties;

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

17.1.1.5 makes improper use of the Council's property and resources;

17.1.1.6 fails to display and exercise the CEO's duty of fidelity or good faith towards the Council which the Council might reasonably expect of the CEO;

17.1.1.7 is declared bankrupt; or

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

17.2 Termination due to illness or incapacity

The parties agree that this Agreement may be terminated by the Council with notice in the event that the CEO is incapacitated from performing the Duties pursuant this Agreement due to ill health of any type for a period of greater than three months and where all leave entitlements have been exhausted, except where such illness constitutes a compensable disability pursuant to the provisions of the *Return to Work Act 2014* (SA), or successor legislation.

17.3 Termination by the Provision of Notice

17.3.1 In the event that the Council determines through the performance review process that the CEO has failed to reasonably meet the performance expected, and provided that the Council has complied with the procedure as specified in Clause 15 above, the Council may terminate this Agreement by giving no more than **12 weeks' notice** or the balance of the Term, whichever is the lesser. The Council may, at its absolute discretion, make a payment in lieu of notice (or part thereof).

17.3.2 This Agreement may be terminated by the Council for any reason and without cause, by giving **6 months' notice**, or payment of the balance of the Term, whichever is the lesser. The Council may, at its absolute

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discretion, make a payment in lieu equivalent to the relevant notice (in whole or part thereof) as required.

17.3.3 This Agreement may be terminated by the CEO giving the Council a period of **12 weeks' notice** in writing, unless otherwise negotiated with the Council.

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

18. LEAVE

18.1 Annual Leave

18.1.1 The CEO is entitled to 4 weeks of annual leave per completed year of service, which may be taken at any time approved by the Council. This leave is cumulative from year to year if unused. The CEO is not entitled to any leave loading payment.

18.1.2 The Council may direct the CEO to take any outstanding leave.

18.1.3 Any entitlement to annual leave standing to the credit of the CEO at the time of cessation of employment shall be discharged by the Council by payment based on the CEO's TEC Package.

18.2 Personal (Sick/Carer's) Leave

18.2.1 The CEO is entitled to 10 working days sick/carer's leave for each year of service for the purpose of:

18.2.1.1 Convalescing in respect of a personal injury or illness (**sick leave**);

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

18.2.2 There shall be no entitlement to payment in lieu of accrued sick/carer's leave entitlements upon cessation of the CEO's employment.

18.2.3 The Council may require the CEO to provide documentary evidence in support of any sick/carer's leave absence, whether or not the CEO seeks payment for such absence.

18.3 Long Service Leave

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

18.4 Bereavement Leave

18.4.1 The CEO is entitled to two days' paid bereavement leave on the death of the CEO's family member or in other special circumstances as are shown to exist to the satisfaction of the Council.

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18.4.2 The CEO may be required to provide evidence to the Council in respect of an absence for bereavement leave, whether or not the CEO seeks payment for such absence.

18.5 Parental Leave

The CEO is entitled to parental leave in accordance with the provisions of the Act.

18.6 Leave at the direction of the Council

The Council may, at any time during the employment, direct the CEO to take leave at full pay and direct the CEO not to report for Duties in whole or in part.

19. 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.

20. CONFIDENTIALITY OF INFORMATION

20.1 The CEO will not at any time during this Agreement, nor at any time thereafter, otherwise than in the discharge of the CEO's Duties hereunder or with the prior consent of the Council:

20.1.1 Divulge to any other person any Confidential Information which the CEO may acquire or have acquired in the course of this Agreement.

20.1.2 Use Confidential Information obtained for the CEO's own benefit or the benefit of any other person or entity.

20.2 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 CEO to the Council upon demand.

20.3 The CEO acknowledges that the obligations imposed by this Clause shall be in addition to the obligations imposed or implied at common law in respect of CEOs.

20.4 The CEO's obligations under this Clause shall survive the termination of this Agreement.

21. INTELLECTUAL PROPERTY AND OTHER PROPERTY OF THE COUNCIL

21.1 Intellectual Property

21.1.1 All materials provided to the CEO by the Council, including materials provided to enable performance of the Duties, and all intellectual property in those materials, are and remain the property of the Council.

21.1.2 All material produced by the CEO in performing the 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.

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21.1.3 The CEO must do all acts and sign all documents the Council reasonably requests to secure its ownership or registration of its intellectual property, during and after the Employment.

21.1.4 At the Council's request, the CEO must return all the Council's materials (in any form) and the CEO is not entitled to retain copies of the Council's materials in any form.

21.2 Other property

21.2.1 The CEO must take all reasonable care in using the Council's property.

21.2.2 On termination of the CEO's Employment or upon the Council's request, the CEO must return in good condition (subject to fair wear and tear) any property in the CEO's possession or control belonging to the Council.

21.3 Breach

A breach of the CEO's obligations under this Clause is a serious breach of this Agreement. In addition to the Council's other remedies, the Council may sue the CEO for damages sustained as a result of such a breach, interest and legal costs on a solicitor and own client basis.

22. GOVERNING LAW

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.

23. WARRANTY OF QUALIFICATIONS

23.1 The CEO warrants that he holds the qualifications and has the requisite experience, as stated to the Council before the Commencement Date, to undertake the Duties. The parties acknowledge the provision of the signed, original academic transcripts by the CEO prior to the Commencement Date.

23.2 If the CEO does not have the qualifications or experience stated, the Council may summarily terminate this Agreement.

24. ENTIRE AGREEMENT

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

25. DISPUTE RESOLUTION

25.1 Any dispute between the parties in relation this Agreement may be settled by any agreed process or, failing agreement as to a process, may be referred to an agreed third party for mediation and conciliation. Both parties may be represented at any mediation or conciliation.

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25.2 The cost of engaging the agreed third party referred to in Clause 25.1, if any, will be borne equally by the parties.

26. NO WAIVER

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

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

27. SEVERABILITY

The Council and the CEO consider the covenants, obligations and restrictions herein contained to be reasonable in all the circumstances of the employment and each and every one of such covenants, obligations and restrictions in each and every part thereof, shall be deemed to be a severable and independent covenant, obligation and restriction to the intent that, if they are taken together, be judged to go beyond what is reasonable in all the circumstances, but would be adjudged reasonable with any one or more such covenants, obligations or restrictions or any one or more parts thereof deleted the covenants, obligations and restrictions herein contained shall be deemed to apply as if such covenants, obligations or restrictions or parts thereof as are so adjudged, unreasonable were deleted.

28. 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 out in this 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.

29. VARIATION

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

30. SIGNATORIES

Signed by an authorised representative
of the **City of Playford** in the presence
of:

.....
Signature of witness

.....
Authorised representative

.....
Name of witness (print)

.....
Date

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Signed by **Sam Green** in the presence
of:

.....
Signature of witness

.....
Sam Green

.....
Name of witness (print)

.....
Date

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SCHEDULE 1: CHIEF EXECUTIVE OFFICER JOB & PERSON SPECIFICATION**POSITION DESCRIPTION**

The fastest growing Council in South Australia, the City of Playford is undergoing an unprecedented transformation. With a population of over 94,000 culturally diverse residents, the City of Playford covers 350km² and is spread over urban and peri-urban areas.

In the past three years, our Council has secured over \$440 million of development and works – 87% of this coming from private investment into Playford's CBD, Sports and Health Precincts as well as our growth areas.

The City of Playford is South Australia's Next Great City.

POSITION IDENTIFICATION

Title	Chief Executive Officer
Level of Work	CEO
Reports To	Council
Manager Once Removed	N/A
Team	Executive
Business Unit	Executive
Accountable For	Deputy CEO, General Managers, Executive Projects Leader & Executive Assistant
Salary Band and Level	CEO

POSITION OBJECTIVE

The Chief Executive Officer, in partnership with the Mayor and Councillors is responsible for leading, managing and implementing efficient and effective services to the community.

The CEO's primary objectives are to:

- Provide leadership and direction on behalf of the Council that promotes a positive culture for the benefit of its staff and the community






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- Ensure the Council's operations and services are delivered in an efficient and effective manner whilst meeting community needs
- Assist and facilitate Council in its decision-making, development of plans, directions and innovations for the City, and in the implementation of Council decisions
- Represent Council and the City's interests effectively to the community, stakeholders, agencies and other interest groups
- Ensure that the Council's statutory and governance obligations are met in a timely and effective manner.
- Drive and ensure financial sustainability of the Council through the development of appropriate strategic and operational financial plans within the legal parameters set by the Council and their implementation.

CITY OF PLAYFORD CULTURE AND VALUES

We at Playford share a passion and culture that empowers us to achieve and encourages innovation. We thrive on the opportunities to grow as individuals and the flexibility to enjoy a work/life balance.

Values

'...that contributes to a happy and dynamic workforce'

- Great work life balance
- Honesty & trust
- Working together
- Positive attitude
- Sense of fun

EXPECTED BEHAVIOURS

The following behaviours are expected of the incumbent of this position:

Collaboration	Judgement regarding who to consult when making decisions and resolving issues
Builds Relationships	Treats others with respect, such that each interaction builds trust
Discover and Explore	Willing to find a way to improve and innovate to deliver better results for our community
Safety Awareness	Identifying and correcting conditions that affect employee safety Upholding safety standards

POSITION ACCOUNTABILITIES

Leadership and Strategy

- Work closely with Council to ensure that Strategic Plans are developed, implemented and monitored within appropriate and legislated timeframes
- Drive and ensure financial sustainability of the Council through the development of strategic and operational financial plans within the parameters set by relevant legislation and guided by the Council
- Effectively communicate the Council vision and strategy to all stakeholders






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- Drive and sponsor continuous improvement across the organisation, integrating and aligning all aspects of the organisation, to effectively manage the quantum of continuous improvement required
- Provide and demonstrate clear direction through consistent messaging and guidance, to ensure fair and ethical behavior at all times

Finance and Asset Management

- Ensure Annual and Long Term Financial Plans are developed, monitored, communicated and controlled
- Closely monitor and control budgets
- Ensure Council has the required corporate infrastructure to fulfil its plans and obligations
- Ensure maximum value is derived from the broad use of Council services physically, financially and intellectually, for community benefit
- Monitor organisational performance to ensure objectives are achieved and opportunities for development are identified
- Effectively manage all assets to optimise their use, benefits and return to the community
- Develop and maintain effective strategies and procedures to manage and mitigate risk

People and Culture

- Attract and retain talent to achieve the Council's objectives
- Bring people along with change in ways that support, stretch and develop their capabilities
- Draw the diverse range of staff into a collaborative, positive, team oriented culture that fosters talent, individual accountability and leaderships at all levels
- As the responsible Officer, take reasonable steps to ensure Council completes all required obligations under the Workplace Health, Safety Act 2012 and associated legislation to ensure a safe and positive working environment
- Create and maintain a work environment that fosters mutually beneficial relationships between employee and employer

Service Delivery

- Proactively champion, develop and maintain a strong customer service focus for the organisation
- Ensure all the residents, ratepayers and businesses of the City of Playford are treated as its customers and that their best interests are reasonably served at all times.
- Review and add value to Council processes, reports and debate to ensure they support the Mayor and Councillors decision making, effective governance and responsible action.

Stakeholder Engagement

- Provide input and influence into International, Commonwealth, State or Local Government initiatives or programs affecting the City.

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- Engage others outside the community to bring benefit and attract resources to the Council and region.
- Lead the development of relevant strategic partnerships
- Establish and maintain quality relationships with local businesses and industry, educational institutions, community service providers, and government agencies.

Council Relationship

- Develop and maintain a positive and collaborative working relationship with the Mayor and Councillors
- Provide Council with reports that indicate the status, success and effectiveness of all operations and major projects.
- Ensure all decisions of Council are progressed, implemented and reported on (where applicable) in a timely and appropriate manner.
- Provide the Mayor and Councillors with appropriate professional development opportunities which include mandated training.
- Ensure workplace policies, procedures and systems for risk identification, risk assessment, risk control and workplace health and safety meet or exceed expected standards
- Implement all policies and procedures adopted by the City of Playford including the Code of Conduct for Council Employees is complied with by self and team to expected standards.
- Workplace policies, procedures and systems for risk identification, risk assessment, risk control, Injury management and workplace health and safety meet or exceed expected standards.
- All policies and procedures adopted by the City of Playford including the Code of Conduct for Employees are complied with by self and team to expected standards.

QUALIFICATIONS/KNOWLEDGE/EXPERIENCE**Qualifications:****Essential**

- Tertiary Qualifications in a relevant discipline

Desirable

- MBA or equivalent post graduate qualification

Knowledge, Skills & Experience (Essential)

- Experience in Executive Management
- Extensive experience in the management of multi-functioned service organisation, together with extensive experience in the supervision and management of strategy staff, assets and finances
- Sound knowledge of relevant Local, State and Federal Government legislation
- Highly developed, communication skills (written and oral), suitable for a range of audiences and situations
- Proven ability to negotiate and influence at senior levels
- Demonstrated capacity to lead and develop relationships across a broad spectrum
- Ability to plan, prioritise and effectively manage complex and competing tasks

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- Capability to mentor, empower and develop strong performers
- Capacity and ability to effectively respond to unforeseen circumstances
- Well-developed presentation and public speaking skills
- Active and strong networks across Northern Adelaide, South Australia and Nationally
- Local Government knowledge and/or experience
- An understanding of the importance of effective Human Resource Principles and Equal Employment Opportunity

Personal Attributes

- Conducts self with a high level of personal integrity and honesty
- Shows interest in the development of communities and networks
- Has the courage to have robust conversations
- Demonstrates resilience, perseverance, and ethical behavior
- Has a high degree of self-motivation and enthusiasm
- Demonstrates a high level of interpersonal skills and work ethic including high degree of confidentiality, discretion and diplomacy

POSITION REQUIREMENTS

Legislative Requirements:

- National Criminal History Clearance

Mandatory Training Requirements:

- WHS Act, Officer Due Diligence for PCBU Persons Conducting Business or Undertaking

GENERAL

This position description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to the role.

SCHEDULE 2 – TOTAL EMPLOYMENT COST PACKAGE

Annual base salary (gross)	\$275,000
Superannuation contribution	\$ 25,575
TOTAL (gross)	\$300,575

C. COUNCIL/COMMITTEE TO DECIDE HOW LONG ITEM 3.1 IS TO BE KEPT IN CONFIDENCE

Purpose

To resolve how long agenda item 3.1 is to be kept confidential.

STAFF RECOMMENDATION

Pursuant to Section 90(2) and Section 91(7) of the *Local Government Act 1999*, the Council orders that the following aspects of Item 3.1 be kept confidential in accordance with Council's reasons to deal with this item in confidence pursuant to *Section 90 (3) (a) of the Local Government Act 1999*:

- Report for Item 3.1
- Attachment(s) for Item 3.1
- Minutes for Item 3.1

This order shall operate until the Employment Agreement has been executed or until the next scheduled annual review of confidential items by Council, whichever occur first, at which time this order will be reviewed and determined in accordance with Section 91(9)(a) of the *Local Government Act 1999*.