

**CITY OF PLAYFORD**  
**EMPLOYMENT CONTRACT**  
**Timothy Robert Sandford**  
**JACKSON**

**Customer Service Centres & Libraries**

Playford Civic Centre  
10 Playford Boulevard  
Elizabeth SA 5112

**Shop 51**

Munno Para Shopping City  
600 Main North Road  
Smithfield SA 5114

**Postal Address**

People Services  
City of Playford  
12 Bishopstone Road  
Davoren Park SA 5113

Released 08 April 2026

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**DATE:** 3 June 2014

**PARTIES:**

1. City of Playford of 10 Playford Boulevard, Elizabeth 5112 in the State of South Australia (the *Council*); and
2. **Timothy Robert Sandford JACKSON** of [REDACTED] in the State of South Australia (the *Officer*).

**RECITALS:**

- A. The Council is a body corporate constituted under the *Local Government Act 1999* (SA).
- B. The Officer has agreed to serve the Council as its Chief Executive Officer for a fixed term upon the terms and conditions contained in this Agreement. (the ***Fixed Term*** position)

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It is agreed as follows:

## 1 EMPLOYMENT

- 1.1 The Council will employ the Officer and the Officer will serve the Council as its **Chief Executive Officer** (the Officer's **Fixed Term** position).
- 1.2 The Officer's employment commenced on **1<sup>st</sup> July 2013**.
- 1.3 The Officer's employment will continue for a fixed term of **three years** (the Fixed Term), unless it is terminated earlier in accordance with this Agreement.

## 2 DUTIES & RESPONSIBILITIES

- 2.1 The Officer will perform duties in accordance with the position description set out at Schedule 1 to this Agreement (the Position Description).
- 2.2 The Council may amend the Position Description from time to time in consultation with the Officer.
- 2.3 The Officer will report to the **Mayor** or to such other position nominated by the Council from time to time.
- 2.4 The Officer must at all times comply with:
  - 2.4.1 the Council's policies, procedures and Code of Conduct;
  - 2.4.2 the Local Government Act 1999 (SA); and
  - 2.4.3 any other laws governing the Officer's employment by the Council.However, the terms of such instruments are not terms of the Officer's contract of employment with the Council, either expressly or by implication.
- 2.5 The Officer must not participate in any business, employment or activity (whether paid or unpaid) which may conflict with the Officer's duties and responsibilities under this Agreement, without the Council's prior written consent.

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### 3 HOURS OF WORK

- 3.1 The Officer will normally work an average of 38 hours per week, averaged over each 12 month period (the Normal Work Hours).
- 3.2 As part of the 38 hour week arrangement the Officer must attend all meetings of the Council (and of Council Committees) as necessary or as directed by the Council, except when the Officer is on approved leave.
- 3.3 The Officer will be entitled to an unpaid lunch break of at least 30 minutes per day, to be taken during the Normal Work Hours.
- 3.4 Council will aim to assist the officer to balance their work and family responsibilities through the development of mutually beneficial working arrangements with the **Mayor**, and a consensus approach that aims to provide for flexibility and adaptability shall as far as practicable be adopted.

### 4 REMUNERATION PACKAGE

- 4.1 The Officer will be entitled to a remuneration package of **\$256,304.26** gross per annum (the Remuneration Package).
- 4.2 The Officer may apportion the Remuneration Package to salary and benefits under a salary sacrifice arrangement. The following conditions apply:
- 4.2.1 the availability and terms of any salary sacrifice arrangement will be determined by policies to be implemented and amended by the Council from time to time; and
- 4.2.2 the Officer must provide to the Council a written election to enter into any salary sacrifice arrangement.
- 4.3 The Remuneration Package includes:
- 4.3.1 employer superannuation contributions required pursuant to Commonwealth Superannuation Legislation;
- 4.3.2 compensation for all hours that the Officer works; and
- 4.3.3 compensation for annual leave loading.
- 4.4 The Council will pay the salary component of the Remuneration Package fortnightly in arrears, by electronic funds transfer to a bank or credit union account nominated by the Officer.
- 4.5 In addition to the Remuneration Package, the Council will pay or reimburse:
- 4.5.1 membership fees and subscriptions payable by the Officer to professional associations, the membership of which is reasonably necessary or desirable in connection with the Officer's employment;
- 4.5.2 if approved by the **Mayor** reasonable costs of the Officer attending conferences, seminars, in-service training courses and study which is

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reasonably necessary or desirable in connection with the Officer's employment; and

- 4.5.3 other work-related expenditure incurred by the Officer, to a limit determined by the **Mayor** from time to time.
- 4.6 The Officer must provide tax invoices or receipts for all amounts in respect of which the Officer seeks payment or reimbursement.
- 4.7 Any salary packaging ideas that may be presented to the Chief Executive Officer's Performance Review Committee as suggested by the Officer, will be considered by the Council, or the Chief Executive Officer's Performance Review Committee, as delegated. However, the decision to accept or provide any form of salary packaging must be authorised by the Council and will be done at the Council's sole discretion (in this case of the Chief Executive Officer).

## **5 PERFORMANCE & REMUNERATION REVIEWS**

- 5.1 The Chief Executive Officer's Performance Review Committee must review the performance and subsequently the remuneration of the Officer, annually.
- 5.2. The Officer's performance review is usually undertaken in September each year and must:
  - 5.2.1 consider the weighting to apply in the performance measures relative to the qualitative feedback received, at the commencement of the annual cycle (for example 60/40% respectively). Performance measures are summarised in the Chief Executive Officer's Report Card annually;
  - 5.2.2 be conducted generally in accordance with council's policies and practices relating to performance management as agreed with the Officer;
  - 5.2.3 measure the Officer's achievement of the performance measures (Chief Executive Officer's Report Card) agreed for the period, with satisfactory performance representing achievement of all measures agreed as material to Council's performance for the year and adherence to the Officer's position description.
- 5.3 The Council must monitor the Officer's performance against the Chief Executive Officer's Report Card for the period and position description on an ongoing basis, and may follow the disciplinary and termination procedures set out in the agreement, if the Officer's performance is unsatisfactory at any time.
- 5.4 The remuneration is adjusted if performance is "satisfactory", according to the following agreed cycle:
  - 5.4.1 for year 1 (2013/2014 – by negotiation after receiving a recommendation from an agreed remuneration expert (based on the national local government Chief Executive Officer benchmarks)

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5.4.2 for years 2 & 3 (2014/2015 – 2015/2016) – by the movement in the Customer Price Index for Adelaide for the preceding year ending 30th June.

- 5.5 Any variation to the remuneration package must be approved by the Chief Executive Officer's Review committee, within parameters agreed with the Council.

## 6 MOTOR VEHICLE

- 6.1 The Council may provide the Officer with a motor vehicle under the terms and conditions of the Council's policy concerning motor vehicles or;
- 6.2 The Officer may choose to lease a vehicle through a novated lease agreement. The lease is an agreement between the lease provider, the employee and then with the City of Playford.

## 7 ANNUAL LEAVE

- 7.1 The Officer will be entitled to **thirty days** paid annual leave per year of continuous service (or a proportionate amount for part time employees, having regard to the number of hours that the Officer works).
- 7.2 The Officer's annual leave entitlements will accumulate after completion of each four week period of continuous service.
- 7.3 Unused annual leave will accumulate from year to year.
- 7.4 The Officer will take annual leave:
- 7.4.1 unless agreed otherwise by the Council, within 12 months of accrual; and
  - 7.4.2 at such times as is most convenient having regard to the requirements of the Council's business.
- 7.5 The Council may require the Officer to take accrued leave greater than 4 weeks at any time by providing at least ten weeks notice.
- 7.6 Accrued unused annual leave will be paid on termination of the Officer's employment.

## 8 FAMILY LEAVE

- 8.1 The Officer will be entitled to ten days paid family leave per year of continuous service (or a proportionate amount for part time employees, having regard to the number of hours that the Officer works).
- 8.2 The Officer's family leave entitlements will accumulate after completion of each four week period of continuous service.
- 8.3 Unused family leave will accumulate from year to year.

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- 8.4 The Officer may use family leave:
- 8.4.1 if the Officer cannot work due to personal illness or injury; or
  - 8.4.2 if the Officer needs to provide care or support to a member of the Officer's immediate family or household who requires care or support because of personal illness, injury or an unexpected emergency.
- 8.5 However, the Officer is not entitled to paid family leave for any illness or injury in respect of which workers compensation benefits are payable.
- 8.6 The Officer must provide a medical certificate for any absence on family leave, if so requested by the Council.
- 8.7 If the Officer is absent from duties for more than the period of accumulated family leave to which the Officer is entitled, the Council may treat the further period of absence as leave without pay and may adjust all instalments of the Remuneration Package and other entitlements falling due in respect of that period accordingly.
- 8.8 No monetary entitlement will be payable for unused family leave at the conclusion of the Officer's employment.

## 9 COMPASSIONATE LEAVE

- 9.1 The Officer will be entitled to two days paid compassionate leave on each occasion that a member of the Officer's immediate family or household contracts or develops a life threatening illness or sustains a life threatening injury or dies. The Officer may use alternative leave entitlements thereafter, in accordance with the terms of this Agreement.
- 9.2 The Officer must provide reasonable proof of the immediate family or household member's illness, injury or death, if so requested by the Council.

## 10 LONG SERVICE LEAVE

- 10.1 The Officer will be entitled to long service leave in accordance with the Long Service Leave Act 1987 (SA).

## 11 SPECIAL LEAVE

- 11.1 The Council has discretion to grant the Officer paid or unpaid leave for any purpose.
- 11.2 The Council may implement and amend policies in relation to such leave from time to time. However, the terms of such policies are not terms of the Officer's contract of employment with the Council, either expressly or by implication.

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### Purchase Leave

- 11.3 The Officer may choose to purchase additional leave through a reduction in salary. The Officer's annual salary, reduced in proportion to the leave purchased, is spread evenly across the year on a fortnightly basis, leave accruals are not impacted by a purchased leave arrangement.
- 11.4 The period of purchased leave will not attract a leave-loading payment
- 11.5 The Officer and their Manager will draft a plan to ensure that the Officer's workload is managed during the period of leave purchased.
- 11.6 The type of purchased leave arrangement allows the Officer up to an additional four (4) weeks leave within a twelve (12) month period, in return for a reduction in their annual salary. The salary is averaged over the year (52 weeks) to allow the Officer to be paid during the extra weeks leave.

Weeks worked per Year	Number of weeks additional leave	Percentage deducted from salary
51/52	1	1.92%
50/52	2	3.85%
49/52	3	5.77%
48/52	4	7.69%

- 11.7 Participation in a purchase leave arrangement is for a period of one (1) year and is to be renegotiated with the **Mayor** annually (usually at the beginning of the year).
- 11.8 Where the Officer, for reasons beyond his/her control, is unable to take the purchased leave within the agreed period, the Officer will not forfeit the purchased leave but seek to have the leave deferred to be taken at a later stage. If the **Mayor** and the Officer agree that such purchased leave cannot be deferred, and there is no operational obstacle to the Officer resuming duty (e.g. no replacement staff have been engaged), the leave will be paid out and an adjustment made to leave accrued.
- 11.9 The Officer should consider obtaining information about the effect upon, and options for, superannuation entitlements from the Australian Taxation Office and the City of Playford Leave and Absences Policy before entering into this arrangement.

## 12 CONFIDENTIALITY

- 12.1 The Officer acknowledges and agrees that:
- 12.1.1 all Confidential Information will be used solely in connection with the Officer's employment with the Council;
- 12.1.2 the Officer will not disclose, use or communicate to any person any Confidential Information during the Officer's employment or at any

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time thereafter, except as is necessary for the proper performance of the Officer's duties;

12.1.3 the Officer will upon demand (and upon termination of the Officer's employment for any reason) deliver to the Council, as required, all tangible items, copies or records of Confidential Information over which the Officer is able to exercise control; and

12.1.4 the Officer will maintain proper and secure custody of all Confidential Information and will use best endeavours to prevent the disclosure, use or communication to third parties of any Confidential Information.

12.2 The Officer warrants that he or she is not bound by any obligations to a former employer which would prevent or restrict the Officer's employment with the Council and that the Officer's performance of services for the Council does not involve the violation of the proprietary rights of any former employer.

12.3 This clause will remain in full force and effect following termination of the Officer's employment for any reason.

12.4 The Officer indemnifies the Council against all costs (including legal costs), losses, expenses, damage, actions or claims incurred or suffered by the Council (either directly or indirectly) from a breach by the Officer of any part of this clause.

**13 DISCOVERIES & INVENTIONS**

13.1 Any invention that the Officer may conceive at any time during his or her employment which relates to the services delivered by Council must be fully communicated by the Officer to the Council and all rights to any such invention will be the sole property of the Council.

13.2 To the extent that the Officer holds any Moral Rights pursuant to Part IX of the Copyright Act 1968 (Cth) in any copyright material developed during the Officer's employment with the Council and which relates to the services delivered by Council, the Officer consents to the use, publication, reproduction and adaptation of that material as the Council considers necessary or desirable for the use and exploitation of the material by the Council. The Officer acknowledges and agrees that such use, reproduction or adaptation does not infringe any Moral Rights of the Officer in that material.

13.3 In the event that the authorship rights to an invention are or become patentable or capable of being the subject of design registration or copyright the Officer will give the Council all necessary assistance in connection with any application for a patent, design registration or copyright by the Council in respect of the invention.

13.4 The Officer hereby irrevocably appoints the Council and the members of the Council jointly and severally the Officer's true and lawful attorney to execute all documents and do all things as in the opinion of the Council may be necessary or requisite for the protection or registration of such invention.

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**14 TERMINATION***Resignation by the Officer*

14.1 The Officer may resign by giving to the Council 4 weeks notice in writing or otherwise at a lesser or greater notice period as agreed to by both parties.

*Termination by the Council*

14.2 The Officer's employment may be terminated by the Council giving to the Officer at least six weeks notice, for reasons including:

14.2.1 unsatisfactory work performance;

14.2.2 misconduct;

14.2.3 failure to comply with the Council's lawful and reasonable directions;  
and

14.3 The Council may terminate this Agreement at any time without prior notice or payment in lieu of notice if the Officer:

14.3.1 commits any serious or persistent breach of any of the provisions of this Agreement;

14.3.2 is guilty of any serious misconduct or wilful neglect in the discharge of the Officer's duties;

14.3.3 becomes bankrupt or makes any arrangement or composition with the Officer's creditors;

14.3.4 is convicted of any indictable criminal offence, a criminal offence involving dishonesty on the part of the Officer, or any other criminal offence other than an offence which in the reasonable opinion of the Council does not affect the Officer's position as an employee of the Council;

14.3.5 is guilty of any misconduct which would otherwise entitle the Council to instantly dismiss the Officer; or

14.3.6 is incapable due to illness or injury (other than an illness or injury which is compensable under the Workers Rehabilitation and Compensation Act 1986 (SA) or the Local Governments Sickness and Accident Insurance Scheme from performing the Officer's duties under this Agreement for:

14.3.6.1 a period of at least six consecutive months;

14.3.6.2 an aggregate period of at least six months in any period of 12 calendar months; or

14.3.6.3 such further period as may be granted at the Council's discretion.

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14.4 The Council may deduct any amounts owed by the Officer to the Council from any monies otherwise payable to the Officer on termination of employment.

***If No Extension of Contract***

14.5 Under the terms and conditions of this contract, should the Council not wish to offer the Officer reappointment under a new contract, then it must notify the Officer of that decision at least six months before the expiry date of this contract.

***Redundancy***

14.6 The Council may terminate the Officer's employment during the term of this Agreement on the ground that the Officer's **Chief Executive Officer** position is redundant.

14.7 If the Council terminates the Officer's employment on the ground of redundancy, the Council must provide to the Officer:

14.7.1 a statement in a form satisfactory to the Local Government Superannuation Scheme (or any other superannuation fund administering the Officer's superannuation entitlements) confirming the genuine redundancy of the Officer's position;

14.7.2 notice of termination (or payment in lieu of notice) in accordance with the terms of this Agreement; and

14.7.3 a severance payment of:

14.7.3.1 if the termination of the Officer's employment takes effect more than twelve months before expiry of the Fixed Term – twelve months pay calculated at the Remuneration Package rate; or

14.7.3.2 if the termination of the Officer's employment takes effect within the final twelve months of the Fixed Term – an amount equal to the number of weeks between the termination taking effect and the expiry of the Fixed Term, calculated at the Remuneration Package rate.

**15 MISCELLANEOUS****15.1 Definitions**

In this Agreement:

*Confidential Information* includes:

- all information connected with the Council, its clients or customers, members, employees, finances or operations to which the Officer becomes privy; and
- all information which the Council tells the Officer is confidential or which the Officer knows or ought to know is confidential.

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*Commonwealth Superannuation Contributions* means compulsory employer superannuation contributions required pursuant to the Superannuation Guarantee (Administration) Act 1992 (Cth) and the Superannuation Guarantee Charge Act 1992 (Cth).

**15.2 Entire Agreement**

This Agreement sets out the entire understanding of the parties as to its subject matter. There are no promises, terms, conditions or obligations whether oral, written, express or implied other than those contained in this Agreement.

**15.3 No variation**

No variation to this Agreement will be of any force or effect unless it is in writing and signed by the parties.

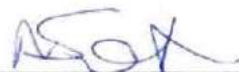
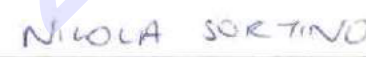
**15.4 Applicable Law**

This Agreement is governed by South Australian law.

**Executed** unconditionally by the parties as an Agreement:

**Executed for and on behalf of City of Playford:**

  
MAYOR GLENN DOCHERTY

   
Witness

**Signed by TIMOTHY ROBERT SANDFORD JACKSON**

  
in the presence of:

  
ROSEMARY MUNSLow, PRACTICE MANAGER, BUSINESS SERVICES