

3.1 Appointment of Chief Executive Officer

This report provides the draft contract for the Chief Executive Officer for review by the Chief Executive Officer Review Panel

This is a regular or standard report.

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File reference:
Attachments: 1 Draft contract of employment (19 Pages)

1 Executive summary

This report provides the draft contract for the Chief Executive Officer (CEO) for review by the Chief Executive Officer Review Panel.

1.1 Context

Following the Special Council meeting held on 14 September 2011, the Panel is required to consider and finalise the terms and conditions that will apply to the appointment of the CEO.

1.2 Financial implications

The financial impact of the appointment of the CEO will be determined when all contractual negotiations have been completed and the appointment is finalised.

1.3 Suggested outcome

It is suggested that Council consider this item in Confidence. Section (ii) 90(3)(a) of the Local Government Act 1999 is suggested as the most appropriate to use for this purpose.

This item is presented as a confidential item because consistent with accepted principles of professional human resource management, all employment contractual negotiations are managed in a confidential manner.

The possible implications of not considering this item in Confidence are if material provided as part of a contract of employment which is yet to be negotiated, was made public it could affect the negotiation process, damage our reputation as an employer of choice and undermine confidence in the management of personal information of employees.

2 Recommendation(s)

1. That:

- a. under the provisions of Section 90(2) of the Local Government Act 1999 an order be made that the public be excluded from attendance at the meeting in order to consider in confidence this item.
 - b. the Chief Executive Officer Review Panel is satisfied that it is necessary that the public with the exception of(to be inserted at the meeting) be excluded to enable the Chief Executive Officer Review Panel to discuss the information and report at the meeting on the following grounds:

Section 90(3)(a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead);
 - c. accordingly, on this basis the principle that meetings of the Chief Executive Officer Review Panel should be conducted in a place open to the public has been outweighed by the need to keep the information or discussion confidential.
2. That the Chief Executive Officer Review Panel finalise the details of the contract of employment for the position of Chief Executive Officer and determine any points for further negotiation with the appointee.
 3. That the matter of the Appointment of Chief Executive Officer having been considered in confidence under Section 90(3)(a) of the Local Government Act 1999 an order be made under the provisions of Section 91(7) and (9) of the Local Government Act 1999 that the Appointment of Chief Executive Officer and the minutes and the report of the Chief Executive Officer Review Panel relating to discussion of the subject matter be kept confidential until the expiry of the contract (date to be inserted at meeting) subject to an annual review.

Key Factors

3 Risk

Key risks	Risk details and analysis
Inappropriate content in the contract of employment	Seeking legal advice and implementing that advice about the contract of employment mitigates the risk as far as possible.

4 Discussion

The draft contract of employment for the CEO is provided as Attachment 1. The contract reflects many conditions included in the current CEO's contract. The document was provided to Norman Waterhouse for input and advice and it reflects their advice. Mr Sathish Dasan of Norman Waterhouse will attend this meeting to enable members of the Panel to discuss issues or concerns about the document.

Attachment 3.1

Appointment of Chief Executive Officer

19 pages

RELEASED

Chief Executive Officer Employment contract

THIS CONTRACT is made on this day the **INSERT** day of 2011

BETWEEN

CITY OF ONKAPARINGA of PO Box 1, Noarlunga Centre 5168 ('Council')

AND

(Officer's name) of ('the Officer')

RELEASED

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1. INTRODUCTION

- 1.1 The Council is a body corporate constituted by proclamation pursuant to the *Local Government Act 1999* (SA) ('the Act').
- 1.2 In accordance with Section 96 of the Act, the Council wishes to appoint you as its Chief Executive Officer for a fixed term, with the view to you performing the duties of that position as agreed with and as directed by the Council and as described in Schedule 2 to this Agreement.
- 1.3 You accept the appointment for that fixed term, in accordance with this Agreement.
- 1.4 The parties acknowledge and agree that the appointment is made in accordance with the Act.

2. DEFINITIONS

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

'Act' means the *Local Government Act 1999* (SA)

'Annual Remuneration Package' means your monetary and non-monetary entitlements specified in Schedule 1;

'Award' means the South Australian Municipal Salaried Officer Award

'Contract' means this Employment Contract;

'Council' means the elected body of City of Onkaparinga as a whole

'Duties' means your responsibilities, duties and functions specified in this Contract and in Schedule 2

'Expiry Date' means the date upon which this Contract expires, being (insert date of expiration of the contract)

'Performance Criteria' means the criteria against which your performance is to be assessed under Clause 15 as specified in Schedule 3;

'Term' means the period of employment specified in Clause 7.1.

3. INTRODUCTION AND SCHEDULES

The Introduction and Schedules 1 - 4 are correct and form part of this Contract.

4. APPLICATION OF AWARD

This Contract is to be read in conjunction with the Award.

5. POSITION

- 5.1 You are appointed to the position of Chief Executive Officer in accordance with the terms of this Agreement.
- 5.2 The parties agree that the terms and conditions of this Agreement shall apply to your position until the Expiry Date.

6. PROBATION

- 6.1 Your engagement is subject to a six-month probationary period. The parties agree that the probationary period is a fair and reasonable period of the Council to assess your performance.
- 6.2 At any time during the probationary period, either party may terminate the employment by giving two months' written notice to the other party.
- 6.3 If the Council terminates your employment during the probationary period, it may pay two months' pay in lieu of notice. This right of termination (if exercised) is at the Council's absolute discretion and without further liability.

7. TERM OF CONTRACT

- 7.1 This Contract shall commence on (insert date) and continue for a period of three years, concluding on (insert date), unless terminated earlier in accordance with this Contract.
- 7.2 The parties agree that your appointment and employment will terminate on the Expiry date unless:
 - 7.2.1 This Contract is terminated prior to the Expiry Date in accordance with Clauses 16 or 17, in which case your appointment and employment will terminate at that time; or
 - 7.2.2 Your appointment and employment is the subject of a new employment contract pursuant to Clause 8 of this Contract.
- 7.3 The parties agree that, in consideration of the terms and conditions of this Agreement, your employment will not be ongoing but will continue only for the Term.
- 7.4 The terms of this Contract do not contain or create an option for renewal exercisable by either party.

8. FURTHER CONTRACT OF EMPLOYMENT

- 8.1 Nine months prior to the Expiry Date, you may make application to the Council, in writing, for a new contract of employment.
- 8.2 Following consideration of your application under Clause 8.1, the Council must notify you at least six months prior to the Expiry Date whether or not a new contract of employment is to be offered to you and the term of that contract.
- 8.3 The terms of this Contract do not contain or create an option for renewal exercisable by either party.
- 8.4 If you accept any offer of a new contract of employment, the terms and conditions of that employment shall be set out in a further written contract.
- 8.5 If a new contract of employment is agreed by the parties, you will be deemed to have continuity of service with the Council for the purpose of determining your accrued benefits under the new contract.

9. WARRANTY OF QUALIFICATIONS

- 9.1 You warrant that you hold the qualifications and that you have the requisite experience, as stated to the Council before commencing employment, to undertake the Duties.
- 9.2 If you do not have the qualifications or experience stated, the Council may summarily terminate this Agreement.

10. REQUIREMENTS OF POSITION

10.1 Officer's Responsibilities

You must:

- 10.1.1 perform the Duties;
- 10.1.2 devote your whole time and attention to the Duties during the hours reasonably required to properly perform the Duties;
- 10.1.3 be accountable to the Council;
- 10.1.4 carry out all lawful instructions and directions of the Council;
- 10.1.5 carry out and perform the Duties:
- 10.1.5.1 lawfully;
 - 10.1.5.2 with proper decorum;
 - 10.1.5.3 to the best of your ability and judgment; and
 - 10.1.5.4 to the satisfaction of the Council;
- 10.1.6 promote the aims and objectives of the Council;
- 10.1.7 at all times comply with the Act and any other legislation applying to matters within the scope of your employment;
- 10.1.8 comply with relevant Council policies in force from time to time.

10.2 Conflict of Interest

- 10.2.1 You must not engage in any additional business or employment without notifying the Council and obtaining the Council's written consent to engage or continue in that additional business or employment. Activities notified to the Mayor and/or Council which are considered to be to the Council's benefit (ie board memberships eg Zero Waste SA, Fleurieu Biennale Inc) are not considered as engaging in any additional business or employment.
- 10.2.2 You must give priority to your obligations under this Contract over and above any other business or employment in which you engage pursuant to Clause 10.2.1.

10.3 Register of Interests

- 10.3.1 You are required to complete a Register of Interests form within 30 days of your appointment and in subsequent years in accordance with the Act.

11. ACCOUNTABILITY

- 11.1 You are accountable to the Council and are required to satisfactorily carry out the responsibilities, Duties and functions set out in the position description in Schedule 2 which forms part of this Contract.
- 11.2 You will devote your whole time and attention during the hours reasonably required to properly perform the Duties.
- 11.3 You will carry out and perform your Duties in a manner which is lawful, to the best of your ability and judgment, and to the satisfaction of the Council.

12. ANNUAL REMUNERATION PACKAGE

- 12.1 In consideration of performing the Duties, you are entitled to the Annual Remuneration Package outlined in this Clause and Schedule 1.
- 12.2 No additional remuneration is paid for overtime, leave loading, rostered days off or any other payment/allowance payable under the Award, it being noted that this Contract is entered into in contemplation of Clause 5.4.6 of the Award, which facilitates the use of an employment package to cover such contingencies inherent in the work.

12.3 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).

Therefore, the Annual Remuneration Package is inclusive of superannuation contributions.

12.4 Vehicle

- 12.4.1 The Council will provide you with a fully maintained vehicle (Holden Calais or equivalent) for business and private use.
- 12.4.2 You will have unrestricted personal use of the vehicle, provided that you shall not use the vehicle for any commercial or income producing activity or pursuits.
- 12.4.3 The type of vehicle and any other vehicle-related matters shall be in accordance with the Council's policies.

- 12.4.4 The Council will be responsible for the Fringe Benefits Tax associated with the vehicle (if any).
- 12.4.5 Fuel payments during your employment will be the Council's responsibility.
- 12.4.6 You may elect to pursue a novated lease (or similar) on terms no less disadvantageous than prescribed in this Clause.
- 12.5 The parties may agree to enter into any lawful salary packaging arrangement by mutual agreement, which will be recorded in writing and annexed at Schedule 5 of this Contract. You will bear the cost of Fringe Benefits Tax (if any) associated with any salary packaging arrangements reached with the Council.
- 12.6 The cash component of the Annual Remuneration 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 you.

13. EXPENSE OF OFFICE PAYMENTS AND ALLOWANCES

- 13.1 The Council shall meet the cost of Council-related expenses itemised in Schedule 4.
- 13.2 The amount of reimbursement will be reviewed annually as part of the process detailed in Clause 15, with a minimum increase in accordance with the Consumer Price Index for All Groups Adelaide as at 30 June each year.

14. ANNUAL REMUNERATION PACKAGE REVIEW

- 14.1 The Annual Remuneration Package as provided for in Schedule 1 Clause shall be reviewed annually.
- 14.2 The annual review of the Annual Remuneration Package shall be conducted within one month following the performance review set out in Clause 15, if reasonably practicable, and any change to the Annual Remuneration Package shall be 'backdated', to take effect from 1 July in that year.
- 14.3 The review of the Annual Remuneration Package will take into account an assessment of your performance based upon the following:
 - 14.3.1 the agreed criteria, referred to in Schedule 3;
 - 14.3.2 your acquisition and satisfactory utilisation of new or enhanced skills, if beneficial to or required by the Council;
 - 14.3.3 movements in the Consumer Price Index All Groups Adelaide as issued by the Australia Bureau of Statistics for the quarter immediately preceding the review; and
 - 14.3.4 remuneration packages available to Chief Executive Officers of Australian Councils of similar size to the Council and other government agencies.
- 14.4 Notwithstanding Clause 14.3, the parties acknowledge that in undertaking any review of the remuneration package, you shall not be entitled as of right to an annual increase of the Annual Remuneration Package.

15. PERFORMANCE REVIEW

- 15.1 You agree to submit to a performance review carried out annually during the term of this Contract, but acknowledge that performance reviews relate only to your performance during the term of this Contract, and do not relate to any decision to offer a new contract of employment after the Expiry Date.
- 15.2 The performance review shall be carried out in accordance with the following conditions:
 - 15.2.1 The annual review shall be carried out during the Term, at a time and using a method to be determined by the Council, in consultation with you, using the criteria set out in Schedule 3 (the 'Performance Criteria').
 - 15.2.2 The review must be carried out by a review panel ('the Panel'), which will comprise five members of the Council and one other independent consultant, who is not a member or employee of the Council, and who has qualifications to assist the Council in the performance review.
 - 15.2.3 The review will assess your performance by reference to the extent to which you have discharged your goals, objectives, responsibilities and duties as determined by the Council in the Position Description (Schedule 2), Performance Criteria (Schedule 3), and any Strategic Performance Objectives for the particular year as agreed by you and the Panel.
 - 15.2.4 A written report shall be compiled with respect to the performance review and a copy provided you.
- 15.3 By Council resolution, you may be required to participate in an informal midyear review.
- 15.4 Your position description and performance criteria will be reviewed and, if necessary, amended by agreement within three months after each performance review.

16. UNSATISFACTORY PERFORMANCE DURING THE CONTRACT TERM

- 16.1 At any stage during the term of this Contract, or following receipt of the written report referred to in Clause 15.2.4, if the Council determines that aspects of your performance require improvement, you will be provided with a written notice, identifying those aspects of your performance requiring improvement, together with reasonable time frames within which your performance in the stipulated area or areas should improve.
- 16.2 At the completion of the time frame referred to in Clause 16.1, you will either:
 - 16.2.1 be informed that your performance has improved to the satisfaction of the Council and no further action will be taken; or
 - 16.2.2 be provided with further written notice, providing a final warning that, unless your performance improves in the same stipulated areas, once again within a specified time frame, the Council will terminate this Contract pursuant to Clause 16.3.

- 16.3 If your performance does not improve to the required standard and within the specified time frame, the Council may terminate this Contract by giving you two months' notice or the balance of the Contract (whichever is the lesser), or by making an equivalent payment of compensation in lieu of notice based on the Annual Remuneration Package.

17. TERMINATION OF CONTRACT

- 17.1 Notwithstanding the provisions of Clause 5.1 and 16, and subject to the provisions of the Award, your employment may be terminated by the Council without notice or payment in lieu of notice if you:
- 17.1.1 commit any serious or persistent breach of any of the terms of this Contract;
 - 17.1.2 are guilty of any misconduct or wilful neglect in the discharge of his duties hereunder;
 - 17.1.3 become bankrupt or make any arrangement or composition with his creditors (you are to notify the Council within seven days of such an eventuality);
 - 17.1.4 become of unsound mind or under control of any committee or officer under any law relating to mental health;
 - 17.1.5 are convicted of any criminal offence involving dishonesty or for which a term of imprisonment is prescribed by law or where the offence, in the reasonable opinion of the Council, affects the rendering of the services by you under the Contract, or where you have been sentenced to a period of imprisonment;
 - 17.1.6 cause any legal impediment to arise which prevents or inhibits you from discharging your functions and responsibilities under the Act;
 - 17.1.7 knowingly act in breach of the Council's policies;
 - 17.1.8 make improper use of Council property;
 - 17.1.9 become incapacitated from performing the Duties pursuant to the Contract due to ill health of any type for a period of greater than three months (consecutively or non-consecutively within a 12-month period), and where all leave entitlements have been exhausted, except where the illness or injury constitutes a compensable disability pursuant to the provisions of the Workers Rehabilitation and Compensation Act 1986 (SA).
- 17.2 Notwithstanding Clause 5.1, you may terminate this Contract by giving no less than three months' notice in writing to the Council.
- 17.3 In addition to any right of termination, and without derogating from any right available in this Contract, your 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.
- 17.4 In addition to any other right of termination, and without derogating from any right available under this Contract, the Council may terminate your employment upon the provision of a valid reason by giving you no less than three months' notice in writing.
- 17.5 You agree that any amount owed by you to the Council on the termination of

this Contract may be offset by the Council against any amount owed by it to you.

- 17.6 Upon the termination of this Contract, you shall return to the Council or its authorised representative all records, accounts or other documents (and all copies thereof), in whatever form, and property of the Council and shall give to the Council all information as to its affairs of which he stands possessed upon reasonable request.
- 17.7 The Council may suspend you from duty (with payment of all of the components of the remuneration package), or may allocate other duties, as it sees fit.

18. LEAVE

18.1 Annual Leave

- 18.1.1 You are entitled to 20 working days annual leave per completed year of service, which may be taken at any time approved by the Council. You are not entitled to a payment for leave loading.
- 18.1.2 There should not be more than 20 days annual leave to your credit in any year of service. The Council may direct you to take any annual leave in excess of this amount.
- 18.1.3 Any entitlement to annual leave standing to your credit at the time you cease employment shall be discharged by the Council by payment based on your Annual Remuneration Package.

18.2 Personal leave (Sick, Carer's and Compassionate leave)

- 18.2.1 In accordance with the *Fair Work Act 1994* (SA), you are entitled to 10 working days of personal leave for each year of service to be accrued on a monthly basis.
- 18.2.2 Personal leave not taken shall accumulate without limit.
- 18.2.3 There shall be no entitlement to payment in lieu of accrued personal leave.
- 18.2.4 Personal Leave may be used for the purposes of:
- Personal illness or injury (sick leave); or
 - Caring for an immediate family or household member who requires care and support (carer's leave).
- 18.2.5 You are entitled to a further two unpaid days of carer's leave per occasion in the event of an unexpected emergency affecting a family or household member.
- 18.2.6 You are entitled to a further two paid days of compassionate leave per occasion upon the death of an immediate family or household member, or to spend time with an immediate family or household member who has a personal illness or injury that poses a serious threat to his or her life.

18.3 Long Service Leave

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

18.4 Other Leave

- 18.4.1 You are able to access the various paid and unpaid leave provisions under the terms and conditions outlined in the Employee Leave Procedure, as amended from time to time.

19. CONFIDENTIALITY OF CONTRACT

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

20. CONFIDENTIALITY OF INFORMATION

- 20.1 During the term of this Contract and after its termination, you will keep secret and confidential all documents, information and intellectual property relating to the Council, its employees and its elected members, unless disclosure or use is consistent with the proper discharge of the duties and responsibilities of your employment under this Contract, or is made in accordance with a legal obligation to do so.
- 20.2 Upon the termination of this Contract, you shall return to the Council all documents and other property, including the vehicle, in your possession or under your control, which in any way relate directly or indirectly to the business of the Council.
- 20.3 Your obligation under this Clause shall survive the termination of this Contract.

21. CODE OF CONDUCT

- 21.1 You agree to abide by Council's Codes of Conduct and acknowledge that any complaint about your conduct will be dealt with by the Council.
- 21.2 If you are of the view that you are subjected to unreasonable, vexatious or harassing behaviour by any elected member of the Council, which is a breach of the Code of Conduct for Elected Members, the matter can be raised at a meeting of the Council, with the potential that the relevant elected member may, by Council resolution, have privileges and rights limited or curtailed.

22. ENFORCEABILITY OF CONTRACT

- 22.1 If a provision in this Contract is for any reason held to be illegal, invalid, void, voidable or unenforceable, that provision must be interpreted to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 22.2 If it is not possible to read and interpret a provision as required in this Clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions of this Contract.

23. GOVERNING LAW AND JURISDICTION

This Contract is governed by and is to be construed in accordance with the laws of South Australia.

SCHEDULE 1
ANNUAL REMUNERATION PACKAGE COMPONENTS

Base Salary	
Employer superannuation contribution in accordance with Clause 12.3 of the Agreement	
Full and unrestricted private use of a fully maintained motor vehicle	
Or	
Provision of a vehicle pursuant to a novated lease arrangement	\$
Total Annual Remuneration Package	

RELEASED

SCHEDULE 2



Position description

Position title	Chief Executive Officer
Direct reports (As at Sept 2011)	General Managers x 2 Group Managers x 4 Chief Financial Officer x 1
Position number	1000
Position purpose	<p>The Chief Executive Officer (CEO) leads, directs, plans, monitors and manages all aspects of the City of Onkaparinga's functions.</p> <p>Reporting to the Council, the CEO is accountable for:</p> <ul style="list-style-type: none"> ▪ Providing leadership across all of Council's activities ▪ Undertaking general management of all human, financial and material resources for the City of Onkaparinga ▪ Guiding Council in the setting of its strategic direction and implementing same ▪ Providing policy and procedural advice ▪ Building and maintaining a collaborative and positive business relationship with elected members, staff and the community ▪ Promoting Council in the local community to foster pride in and engagement with the City ▪ Ensuring that the City is compliant with all of its legal and statutory obligations
Key working relationships	<p>The CEO, reporting to Council, works closely with the management team and all staff in ensuring the effective and efficient implementation of Council's directions, policies, strategies and actions.</p> <p>The role requires significant engagement with a variety of external stakeholders especially the community served by the City of Onkaparinga.</p>
Special requirements	<p>Some out of hours work and intrastate, interstate and overseas travel will be required.</p> <p>A flexible approach to hours of duty and taking of leave is essential in line with the chief executive responsibilities of the role.</p> <p>A current motor car driver's licence is required.</p>
Extent of Authority	The CEO is authorised to take all actions as proscribed under the Local Government Act 1999 (refer to Chapter 7 - Chief Executive Officer); and under Council policies and procedures.

MAJOR ACCOUNTABILITIES/RESPONSIBILITIES

<p>Leadership</p>	<p>Provide inspired leadership to ensure that the City of Onkaparinga achieves its objectives in accordance with contemporary leadership, organisational development, management and other practices, all the while reflecting a positive and dynamic organisational culture.</p> <p>Provide candid leadership advice to Council and build and maintain a collaborative relationship with elected members, staff and the community.</p> <p>Ensure that the City of Onkaparinga remains a pacesetter for Local Government industry leadership throughout Australia.</p> <p>.</p>
<p>General Management</p>	<p>Manage the complete human, financial and material resources of the City of Onkaparinga with and through the management team and staff. This will include:</p> <ul style="list-style-type: none"> ▪ Setting and maintaining a high level of staff morale ▪ Providing opportunities for personal growth and development and a succession plan ▪ Ensuring that staff accept responsibility for their actions with a sense of urgency and enduring focus on the needs of their community ▪ Instilling a culture of performance management and results orientation in all that everyone does ▪ Monitoring the work environment to ensure a safe and secure climate in which all staff can be encouraged to give of their best ▪ Oversighting budgeting, financial planning, cost control and other financial measures ▪ Monitoring complete financial performance of the Council ▪ Providing proactive advice to Council on actions to be taken to effectively manage financial risk ▪ Evaluating the efficiency and effectiveness of Council's investment in material and other assets ▪ Taking control of situations where adjustments need to be made to capital expenditure, reinvestment or replacement actions regarding material assets ▪ Providing regular reports on the status on Council's management of all material assets ▪ Ensuring compliance with all of Council's asset management policies as covered under Local Government legislation.
<p>Strategy & Planning</p>	<p>Provide proactive input to the strategic and corporate planning elements of Council's deliberations and formal mechanisms for planning the future of the City of Onkaparinga.</p> <p>Ensure the effective implementation of all strategic and planning initiatives with and through the resources of the management team and staff.</p>

Position skills, knowledge, experience and qualifications

- High level leadership in a multifaceted large organisation
- General Management skills across human, financial and material resources
- Strategic and corporate planning skills
- Knowledge of local government and related practices and processes
- Community engagement/customer service experience
- Corporate governance and compliance knowledge
- Public speaking and presentation skill
- Advocacy, persuading, influencing and negotiation skill
- Tertiary qualifications in Commerce, Finance and Administration, Business, Marketing or related discipline

Personal attributes

- Maturity, calmness under pressure, measure and sound judgement
- Self-organisational and time management capability
- Tact, diplomacy, political nous and high academic and emotional intelligence
- Commercial acumen and astuteness; a non-bureaucratic approach
- Self-confidence, self-awareness, humility and a sense of humour
- Proactivity, self-direction, ability to work under pressure and to manage competing priorities
- Ability to make difficult decisions and to provide unbiased candid advice
- Passion for community development
- Strong lateral and divergent thinking capability supported by creativity and innovation
- Preparedness to take the lead and set the pace both within the City of Onkaparinga and within the industry
- Outstanding interpersonal communication capability – in speech and writing
- A respectful, non-judgmental, open-minded frame of reference
- Team management and resource management know-how
- Enthusiasm, dynamism, optimism and persistence
- An inclusive leadership and management style – engaging with a wide range of stakeholders in a highly effective fashion

SCHEDULE 3

PERFORMANCE CRITERIA

The performance of the CEO is to be assessed by Council using a rating scale of 1 : 5 against the following key areas of responsibility:

Leadership

Ensure the effective management and administration of the Council's affairs through strong leadership and commitment to Council's vision for the future.

Strategic Direction and Development

Management of the strategic direction of the organisation in consultation with key stakeholders.

Financial and Asset Management

Ensure the effective financial management of the Council. (KR 3, 4 and 8)

Operational Management

Ensure the Council's human, financial and physical resources are managed in order to achieve the best outcomes for the community.

Council Liaison

Development of a strong rapport with elected members in order to best serve the community.

Marketing and Media

Development of opportunities and empowerment of the community to improve the conditions and profile of living in the Southern area.

External Relationships

- Ensure appropriate community consultation mechanisms are in place.
- Nurture positive relationships with external corporate and government entities at all levels.

The ratings are as follows:

5	Outstanding performance	consistently exceeding expectation	<input type="checkbox"/>
4	Good performance	always meeting and sometimes exceeding expectations	<input type="checkbox"/>
3	Satisfactory performance	usually meeting expectations	<input type="checkbox"/>
2	Improvement required	not usually meeting expectations	<input type="checkbox"/>
1	Unsatisfactory	consistently below expectations	<input type="checkbox"/>

RELEASED

SCHEDULE 4

EXPENSE OF OFFICE PAYMENTS AND ALLOWANCES

NOTE: Where an expense is incurred by you on any item referred to in this schedule, the Council will, upon production of accounts or receipts, provide you with reimbursement. Reimbursement does not apply to the items in this schedule where a service or facility is provided by Council without cost being incurred by you (ie Item 4). The Allowance paid by Council referred to in Item 9 does not require production of accounts or receipts as this is not a reimbursement.

1. Entertainment and executive expenses necessarily incurred by you in accordance with the Council Guidelines for Reimbursement of General Manager Expenses.
2. The cost of rental of home telephone services and reimbursement of all home telephone calls in excess of \$20.00 to a limit of \$400.00 per quarter.
3. The cost of work related mobile telephone calls, and the provision of mobile telephone/PDA communication technology. Council will meet the cost of business calls.
4. The provision of a home desktop computer (or, in the alternative, a laptop computer), fax machine and printer, with dedicated telephone line.
5. The cost of three annual professional organisation subscriptions (provided such are reasonably consistent with your duties).
6. The cost of your entitlement to airline travel in economy class interstate and overseas in the course of duties for the Council.
7. The cost of your entitlement to have Qantas Club (or equivalent) membership of a domestic airline.
8. You will be paid an annual Civic Allowance of \$1,500.00 (paid in equal quarterly instalments in advance) to compensate for the cost of home entertainment on Council business, charity functions, and other similar attendances.