SHIRE OF BODDINGTON



CONTRACT OF EMPLOYMENT

SHIRE OF BODDINGTON

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COMMUNITY AND ECONOMIC DEVELOPMENT OFFICER

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THIS CONTRACT OF EMPLOYMENT

is made on the	day of	2017.
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BETWEEN The Shire of Boddington, 39 Bannister Road, Boddington WA 6390 ("the Local Government")

AND

("the Officer")

1. POSITION

The position is that of Community and Economic Development Officer of the Shire of Boddington.

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

2. DEFINITIONS

In this Contract:

- 2.1 "Act" means the Local Government Act 1995;
- 2.2 "CEO" means the Chief Executive Officer of the Local Government;
- 2.3 "Confidential Information" means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements and things (other than an agreement or thing which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of the Council or any undertaking from time to time carried out by the Council.
- 2.4 "Council" means the Council of the Local Government;
- 2.5 "Community and Economic Development Officer" or "CEDO" means the Community and Economic Development Officer of the Shire of Boddington;
- 2.6 "Long Service Leave Regulations" means the Local Government (Long Service Leave) Regulations 1996.
- 2.7 "Policies" means the policies adopted by Council.
- 2.8 "Position" means the office or position defined in Clause 1.
- 2.9 "Remuneration Package" means the total of the remuneration package specified in Clause 11.
- 2.10 "Term" means, the term specified in Clause 4.

3. CONSTRUCTION

Unless expressed to the contrary, words importing:

- 3.1 The singular include the plural and vice versa.
- 3.2 A reference to:
 - (a) A person includes a firm, an unincorporated association, an incorporated association, a corporation and a government or statutory body or authority.
 - (b) A person includes their legal personal representatives, successors and assigns.
 - (c) A statute, ordinance, code, regulation, award or other law includes regulations and other statutory instruments under it and consolidations, amendments, reenactments or replacements of any of them.
 - (d) A right includes a benefit, remedy, discretion, authority or power.
 - (e) An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation.
- 3.3 Provisions or terms of this Contract, or another document, contract, understanding or arrangement include a reference to both express and implied provisions and terms.
- 3.4 This Contract or any other document includes this Contract or other document as varied or replaced and notwithstanding any change in the identity of the parties.
- 3.5 Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions or other electronic mail or transmissions.
- 3.6 Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- 3.7 Headings are for convenience only and do not affect the interpretation of this Contract.

4. TERM OF EMPLOYMENT

- 4.1 The initial term of employment of the Community and Economic Development Officer under this Contract will commence on XXXXXXXX ("Commencement Date") and continue for a term of up to 3 years concluding at the close of business on XXXXXXXXX ("Expiry Date") unless it is earlier terminated in accordance with this Contract.
- 4.2 If the Community and Economic Development Officer is to be reappointed beyond the initial term, the term of employment will be as set out in a new Contract. That new Contract must be agreed prior to the Expiry Date of the initial term.

5. FURTHER CONTRACTS

There is no compulsion on either the Shire or the Community and Economic Development Officer to agree to a new Contract. Both parties acknowledge that Council may not have the funding available for the contracted role to be extended beyond 3 years. The Shire and/or the Community and Economic Development Officer may initiate discussions not later than 3 months prior to the expiry of the Term for the parties to enter into a new Contract for a further term. In the event that the Shire and the Community and Economic Development Officer agree to a new contract, a new contract will be executed and will replace this Contract.

6. OFFICERS DUTIES AND FUNCTIONS

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

- 6.1 Set out in the Position Description, included at Appendix A and as varied from time to time by agreement between the parties.
- 6.2 Set out in the policies of the Local Government as adopted by the Local Government from time to time during the term of employment.
- 6.3 Imposed by the Act or in any other statute and associated regulations relevant to the position.

The Officer shall:

- 6.4 Work the ordinary hours of 8:30am to 5.00 pm Monday to Friday each week. A half hour unpaid meal break is provided and must be taken no longer than five hours after commencement of work. This will enable a 19 day month. These times and days can be adjusted with the prior approval of your Manager.
- 6.5 Devote the whole time and attention to the duties during the hours reasonably required to properly perform those duties, which the Community and Economic Development Officer acknowledges are reasonable additional hours required to fulfil the duties of the position;
- 6.6 Observe and carry out all lawful directions given by the CEO, in relation to the performance of the Officer's duties and functions under this Contract.
- 6.7 Disclose any financial or other interest relating to the business of the Local Government in accordance with the Act or which conflicts or may conflict with the discharge of the duties and functions of the office and comply with any reasonable direction given by the CEO in respect of that interest.
- 6.8 Devote the whole of their professional effort to their employment and will not hold any position or take on any activities which may in any way be seen to conflict with the Officer's obligations under this contract unless approved by the CEO.
- 6.9 Attend meetings of the Council (and Council Committees) as may be necessary or as directed by the CEO other than when on approved leave.

7. PERFORMANCE REVIEWS

7.1 Adherence to Key Result Areas

The Community and Economic Development Officer agrees with the Shire of Boddington that the Community and Economic Development Officer must, in performing the Community and Economic Development Officer's obligations under this Contract, use every reasonable endeavor to achieve the agreed Key Performance Indicators ("KPIs").

7.2 Performance Reviews

- 7.2.1 The Community and Economic Development Officer's performance pursuant to this Contract shall be reviewed by the CEO annually during the Term and more frequently if the CEO or the Community and Economic Development Officer perceives that there is a need to do so.
- 7.2.2 The CEO shall give the Community and Economic Development Officer reasonable notice in writing that a performance review is to be conducted to enable the Community and Economic Development Officer sufficient time to prepare.

7.3 Conduct of Performance Review

- 7.3.1 Any performance review may be conducted on behalf of the CEO by the nominated persons or person to whom the CEO delegates that task. The CEO may use an independent party to facilitate the performance review.
- 7.3.2 The CEO or the facilitator of the performance review will be required to act in a fair and reasonable manner at all times in the conduct and analysis of the performance review.
- 7.3.3 In the event that the Community and Economic Development Officer has not satisfied any or some of the requirements of the Position Description (Requirements) and/or the KPIs, the CEO, or the facilitator and the CEDO must establish a plan with a timetable for the CEDO to achieve the relevant requirements and/or KPIs, such plan to include counselling, advice, assistance and additional reviews as are considered necessary by the CEO or the facilitator to achieve the Requirements and/or KPIs. The CEDO agrees to use their best endeavors to achieve the requirements and/or KPIs in accordance with the plan.

7.4 Procedure

Any performance review conducted shall be broadly based on the following Key Areas having regard to the Position Description and the specific Indicators agreed to by the parties at the end of each performance review:

- 7.4.1 Leadership
- 7.4.2 Professional Relationship with the CEO and other staff
- 7.4.3 External Relations, including Councillors, customers and other stakeholders
- 7.4.4 Organisation Management within the CEDO's areas of responsibility
- 7.4.5 Planning
- 7.4.6 Financial Management.

8. CONFIDENTIAL INFORMATION

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

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

9. CONDUCT

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

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

10. SUSPENSION

- 10.1 If certain circumstances occur relating to the Officer, which in the sole discretion of the CEO, may warrant termination pursuant to clause 13.4, while the CEO investigates the matter and decides whether to take action according to subclause 13.4, the Officer may be suspended on full pay until the CEO has reached such decision. Subject to 10.3 the period of suspension may be no longer than three months.
- 10.2 The Officer must be provided with reasons in writing for the suspension and an opportunity to respond to such reasons.

10.3 If after three months of investigation, the CEO is unable to make a decision in accordance with this clause, unless the CEO provides substantial reasons for justifying an extension of the investigation period, the Officer must resume her ordinary duties in accordance with this contract.

11. REMUNERATION

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

11.1 Remuneration Package

The Officer shall be entitled to a total remuneration package of \$70,997 - \$79,836 per annum, based on a full time basis, which takes into account:

- An acknowledgment that the position is measured on performance and not on the number of hours worked; and
- All additional loadings and allowances.

The components representing the remuneration package shall be (full time equivalent):

- 11.1.1 Salary (cash component) (L6.1-L7.4)
- 11.1.2 Housing Allowance
- 11.1.3 Superannuation (9.5% + 6% contributory)
- 11.1.4 Communications Allowance
- 11.1.5 Uniform Allowance

- \$ 53,892 \$60,508
- \$ 7,800 per annum
- \$ 8,365 10,588
- \$ 500 per annum
- \$ 440 per annum

11.2 Salary (Cash Component)

- 11.2.1 The remuneration package referred to in sub clause 11.1 shall be reviewed annually by the Local Government. A review shall not result in a decrease in the remuneration package.
- 11.2.2 The Officer's salary shall be payable fortnightly, in arrears to an account nominated by the Officer.

11.3 Housing Allowance

11.3.1

The Officer will receive \$300 fortnightly housing allowance in accordance with the Shire of Boddington's current Policy.

11.4 Superannuation

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

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

11.5 Communications Allowance

11.5.1 The Local Government will provide a communication allowance up to \$500 per annum for internet connection and/or mobile phone use, recoverable via expense claim supported with copies of paid invoices.

11.6 Uniform Allowance

Staff are encouraged to wear corporate uniforms at all times during office hours to promote a professional working environment and uniforms will be issued to the value of \$440 (gst exclusive) on commencement and every 12 months thereafter. All personal protection equipment will be provided by Council separate to this policy.

11.7 Overtime

Overtime may be paid at the discretion of your Manager with prior approval.

11.8 Motor Vehicle

- 11.8.1 The Shire of Boddington will provide a vehicle for the Community and Economic Development Officer, to use as and when required, depending on what vehicle is available and not being used by another staff member at that time, for the CEDO to pick up and/or move items related to the CEDO's duties.
- 11.8.2 The CEDO will be personally responsible for the payment of any traffic infringement fines incurred by her including parking fines and speeding fines.
- 11.8.3 The CEDO must be the holder of a current 'C' class driver's licence at all times when driving a Shire of Boddington vehicle.

11.9 Fringe Benefits Tax

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

11.10 Valuation

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

11.11 Probation

In accordance with Council Policy, a probationary employment period of three (3) months shall apply. Employee performance will be subject to Executive assessment prior to confirmation of continued employment.

12. Leave

This may include, but is not limited to:

12.1 Annual Leave

The Officer is entitled to up to four weeks paid annual leave with 17.5% leave loading after 12 months continuous service each year, to be taken during agreed periods in accordance with Local Government Officers' (Western Australia) Interim Award 2011. Note, that leave loading does not apply above the level 7.2.

12.2 Long Service Leave

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

12.3 Personal Leave

- 12.3.1 The Officer is entitled to up to two weeks (cumulative) per annum paid personal leave as per Local Government Officers' (Western Australia) Interim Award 2011 when absent:
 - due to personal illness or injury (sick leave); or
 - for the purposes of caring for an immediate family or household member who is sick and requires the Officer's care and support (carer's leave);
- 12.3.2 The Officer is entitled to two days bereavement leave each year as noncumulative leave on any occasion on which a member of the Officer's immediate family or household dies.

12.4 Parental Leave

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

- 12.4.1 The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period. Personal leave is not available and no leave entitlements accrue during the period of Parental Leave.
- 12.4.2 The Officer may take any other forms of paid leave to which he/she are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period. The maximum entitlement to Paternity Leave is reduced by any maternity leave taken by the Officer's spouse. Paternity Leave cannot normally be taken while the Officer's spouse is on maternity leave.

12.5 Public Holidays

The Officer shall be entitled to Western Australian gazetted public holidays and 2 days in lieu for the day after New Year's Day and the Tuesday after Easter.

13. TERMINATION OF EMPLOYMENT

13.1 Effluxion of Time

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

13.2 Termination by Officer

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

13.3 Termination by Council

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

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

13.4 Summary Dismissal

The Council may terminate the employment of the Officer in writing for a period of less than 3 months if:

- 13.4.1 The Officer commits any willful or serious misconduct or willful neglect in the discharge of the Officer's responsibilities or obligations under this Contract.
- 13.4.2 The Officer willfully disobeys any reasonable and lawful order or direction by the Council.
- 13.4.3 The Officer is convicted and under sentence for a crime or has been convicted of a serious Local Government offence within the meaning of Section 2.22 of the *Act*.

A payment under sub-clause 13.3 does not apply where the termination is a result of an event identified under sub-clause 13.4.1, 13.4.2 or 13.4.3.

14. INCONSISTENCY AND SEVERANCE

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

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

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

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

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

15. ALTERATIONS TO THIS CONTRACT

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

16. NOTICES

Any notice or other communication between the parties:

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

17. OTHER TERMS AND CONDITIONS

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

18. EXECUTION BY THE PARTIES

EXECUTED by the parties	
Signed for and on behalf of the SHIRE OF BODDINGTON))
))
Signature)) Signature (Witness))
Name (Printed) CHRIS LITTLEMORE CHIEF EXECUTIVE OFFICER) Name (Printed) (Witness)))
Office Held) Office Held
Signature) Signature (Witness)))
Name (Printed)) Name (Printed) (Witness)
COMMUNITY AND ECONOMIC DEVELOPMENT OFFICER)
Office Held) Office Held

Appendix A

SHIRE OF BODDINGTON

Position Description

- 1. TITLE: Community and Economic Development Officer
- 2. DEPARTMENT: CEO
- **3. TENURE:** Contract position for up to 3 years

4. CORE FUNCTIONS:

- To develop, implement and promote a strategic economic development framework for the Shire of Boddington to facilitate the sustainable economic growth and prosperity of Boddington.
- To promote and facilitate community development in order to continue to revitalise and develop the Boddington community, including not for profit groups.
- To promote and facilitate economic development, business and employment opportunities in the Shire of Boddington.
- To provide services and support to the business community, to assist them in becoming more competitive and informed.
- To assist in the implementation and further development of the Boddington Strategic Community Plan in the areas of Economic Development and Shire Promotion, Event Attraction and Tourism Promotion.
- Research and gather data and information from key sources to evaluate, interpret and understand challenges and opportunities of social and economic development within the Shire.
- To have involvement with HWEDA.

5. ORGANISATIONAL RELATIONSHIP:

- 5.1 Responsible to the Chief Executive Officer.
- 5.2 Communicates with Council as appropriate to role
- 5.3 Supports and liaises with Director Corporate & Community Services

6 KEY RESPONSIBILITIES AND DUTIES:

Key Tasks/Responsibilities	Performance Indicators	Performance Standard
Administrative		
Secure funding for development activities and programs.	 Number of funding opportunities identified 	 Draft applications prepared in a timely manner Draft applications prepared to a high standard
Identify community training and development requirements.	AccuracyAppropriateness	 Ability to identify requirements with minimal supervision
Facilitate implementation of approved projects	TimelinessCoordination	 Implementation proceeds in a methodical, timely and coordinated manner
Research	TimelinessQuality	 Appropriate sources identified Data facilitates evaluation, interpretation and understanding of challenges and opportunities
Communicate and promote social and economic development priorities to stakeholders and the community	 Clear communications Timeliness 	 Priorities are understood Agreed outcomes are supported
Project and promote the image of Council as both positive and efficient	 Professionalism and presentation 	 High level of professionalism and presentation maintained
Other duties as directed by the Director Corporate & Community Services and Chief Executive Officer	 Willingness to assist 	 High level of co- operation demonstrated
Financial	A	
Facilitate the preparation of acquittal documentation	AccuracyTimeliness	Grants acquitted by the due date

Key Tasks/Responsibilities	Performance Indicators	Performance Standard
Occupational Health and Safety		
Comply with the Shire's Occupational Safety and Health Policy and Procedures and Work Injury Management Program	 No of accidents, incident and hazards reported 	• Tasks are carried out in a safe manner
Actively participate in the Shire's risk management program, performance review and continuous improvement program	 No. of accidents, incident and hazards reported 	• Tasks are carried out in a safe manner
Conform with duty of care requirements, ensuring your own safety and that of others through the prevention of any adverse acts or omissions	 No. of accidents, incident and hazards reported 	• Tasks are carried out in a safe manner
Comply with safety procedures and directions agreed between management and employees	 No. of accidents, incident and hazards reported 	Tasks are carried out in a safe manner
Not wilfully interfere with or misuse items or facilities provided in the interests on safety and health	 No. of items, equipment and facilities that need replacing or fixing 	 Items, equipment and facilities are maintained so that they are available to be used as required
Use, store and maintain items, equipment and facilities provided in the interests of safety and health in manner properly instructed	 No. of items, equipment and facilities that need replacing or fixing 	 Items, equipment and facilities are maintained so that they are available to be used as required
Report potential and actual hazards and accidents/incidents, including near misses, in accordance with Shire procedures	 No. of accidents, incident and hazards reported Timeliness 	 Tasks are carried out in a safe manner All accidents, incidents and hazards, including near misses, are reported promptly in accordance with procedures
Cooperate with the employer in the carrying out of their safety and health obligations under legislation	 No. of accidents, incident and hazards reported 	• Tasks are carried out in a safe manner

7 SELECTION CRITERIA – Provide a response for each of the essential criteria below.

Essential

- Demonstrated experience in researching and grant writing
- Well-developed public relations skills and a commitment to customer service
- Effective verbal, presentation and listening communication skills
- Excellent knowledge of MS Word, Excel, PowerPoint and Outlook
- Have a high level of accuracy and attention to detail
- Ability to work within and contribute to a team environment
- Proven work ethic and capacity to thrive and excel without close supervision
- Applicant must pass a pre-employment medical examination and provide a current police clearance before employment commences
- Understanding of Occupational Safety and Health Standards
- Demonstrate appropriate and professional workplace behaviour in accordance with the Code of Conduct
- Ability to maintain a high level of confidentiality

Desirable

- Working knowledge of accounting and financial packages (Synergy Soft or similar).
- Ability to develop and analyse business plans.
- Commitment to further training and professional development.
- Working knowledge of the Boddington local community, Peel and surrounding districts.
- Completion of Year 12 Certificate with passes in English and Maths.
- Hold a current "C" class motor vehicle licence.
- Working knowledge of Local Government protocols.

Accepted

Employee

Dated

Approved by Director Corporate and Community Services

Reviewed 1st August 2017