



SHIRE OF BODDINGTON

*'The Council and Staff of the Shire of Boddington, in partnership with the community,
Are committed to operating effectively and efficiently to provide quality
Lifestyle opportunities that encourage population growth and development'*

MINUTES

for the
Special Meeting of Council
For the
Appointment of Chief Executive Officer
Held At

4:30PM, TUESDAY 4 NOVEMBER 2014

At the
Shire of Boddington Council Chambers
at 39 Bannister Road Boddington

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Boddington for any act,

Omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff. The Shire of Boddington disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council/Committee meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Boddington during the course of any meeting is not intended to be and is not taken as notice or approval from the Shire of Boddington. The Shire of Boddington warns that anyone who has an application lodged with the Shire of Boddington must obtain and only should rely on WRITTEN CONFORMATION of the outcome of that application, and any conditions attaching to the decision made by the Shire of Boddington in respect of the application.

Minutes

1.	DECLARATION OF OPENING:	4
2.	ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:	4
3.	REPORTS OF OFFICERS AND COMMITTEES:	5
3.1.1.	ACTING CHIEF EXECUTIVE OFFICER:	5
4.	CLOSURE OF MEETING:	22

1. **DECLARATION OF OPENING:**

The Shire President, Cr Hewton declared the meeting open at 4:30pm.

2. **ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:**

2.1.1 Attendance

Cr J Hewton	Deputy President
Cr EK Hoek	
Cr N Crilly	
Cr J Goodgame	

Mr G Simpson	Acting Chief Executive Officer
--------------	--------------------------------

2.1.2 Apologies

Cr T Collins

2.1.3 Leave of Absence

Shire President John Allert and Councillor Mel Nelson are both on Leave of Absence.

3. REPORTS OF OFFICERS AND COMMITTEES:

3.1.1. ACTING CHIEF EXECUTIVE OFFICER:

3.1.1	Appointment of Chief Executive Officer
-------	--

File Ref. No: ADM 0143
Disclosure of Interest: Nil
Date: 23 October 2014
Author: Graeme Simpson
Attachments: 3.1.1A Employment Contract

Summary

The purpose of this report is to approve the formal appointment of Mr Christopher Littlemore to the position of Chief Executive Officer.

Background

The position was advertised in the West Australian newspaper and closed on 22 August 2014.

A total of 28 applications were received, 4 were interviewed and Mr Chris Littlemore was the unanimous choice of the interview panel.

Mr Littlemore has completed a Bachelor of Commerce, Local Government Clerks Certificate, Graduate Certificate in Management and currently studying for a Masters of Business Administration.

Mr Littlemore comes to Boddington with 22 years of local government experience gained in Queensland and New South Wales and also has private sector experience, including running a small business with his wife.

The contract for employment has been agreed to for a three year term with Council having the option of extending it a further year and includes performance management provisions.

Comment - Nil

Strategic Implications - Nil

Statutory Environment

Section 5.36 of the Local Government Act sets out the requirements for employment of a Chief Executive Officer.

Section 9.49A of the Local Government Act sets out the requirements in respect to executing contractual documents on behalf of the Shire.

Section 7 of the Salaries and Allowances Act sets out the salary package arrangements.

Policy Implications - Nil

Financial Implications - Nil

Economic Implications - Nil
Social Implications - Nil
Environmental Considerations - Nil

Consultation

- Logo Appointments
- Applicants referees

Options

Voting Requirements – Absolute Majority required in accordance with section 5.36.

OFFICER'S RECOMMENDATION – ITEM 3.1.1

COUNCIL RESOLUTION	139/14	Moved Cr Goodgame
--------------------	--------	-------------------

That Council appoint Mr Christopher Littlemore to the position of Chief Executive Officer with the contractual conditions to include:

1. A salary package amounting to \$175,000;
2. A term of 3 years with a clause that enables Council to extend the agreement a further 12 months.

Seconded	Cr Crilly	Carried	4/0
		By Absolute Majority	



CONTRACT OF EMPLOYMENT

SHIRE OF BODDINGTON

&

CHIEF EXECUTIVE OFFICER

TABLE OF CONTENTS

CLAUSE		PAGE NO
1.	POSITION	9
2.	DEFINITIONS	9
3.	CONSTRUCTION	10
4.	TERM OF EMPLOYMENT	10
5.	FURTHER CONTRACTS	11
6.	CHIEF EXECUTIVE OFFICER'S DUTIES AND FUNCTIONS	11
7.	PERFORMANCE CRITERIA	12
8.	PERFORMANCE REVIEWS	12
9.	CONFIDENTIAL INFORMATION	13
10.	CONDUCT	13
11.	SUSPENSION	13
12.	REMUNERATION	13
13.	LEAVE	16
14.	TERMINATION OF EMPLOYMENT	17
15.	INCONSISTENCY AND SEVERANCE	18
16.	ALTERATIONS TO THIS CONTRACT	19
17.	DISPUTE RESOLUTION	19
18.	NOTICES	20
19.	OTHER TERMS AND CONDITIONS	20
20.	EXECUTION BY THE PARTIES	21

THIS CONTRACT OF EMPLOYMENT

is made on the _____ day of _____

BETWEEN:

1. Shire of Boddington (the Local Government)
39 Bannister Road (address for service of notices)
BODDINGTON WA 6390

And

2. Christopher David LITTLEMORE (the Chief Executive Officer)
PO Box 672 (address for service of notices)
MAREEBA QLD 4880

1. POSITION

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

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

2. DEFINITIONS

In this Contract:

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

- 2.9. "Remuneration Package" means the total of the remuneration package specified in Clause 12.
- 2.10. "Term" means, the term specified in Clause 4.

3. CONSTRUCTION

Unless expressed to the contrary, words importing:

- 3.1. The singular include the plural and vice versa.

A reference to:

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

4. TERM OF EMPLOYMENT

Subject to the terms and conditions contained in this contract, the Local Government will employ the Chief Executive Officer for a term of three (3) years commencing on the 10th day of November 2014 and expiring on the 9th day of November 2017, with an option for the Council to extend the term by a further twelve (12) months to expire on the 9th day of November 2018.

The Chief Executive Officer will be subject to a three (3) month probationary period on commencement of this Contract. The Council may extend the probationary period by not more than an additional three (3) months if the Council perceives there is a need to do so.

5. FURTHER CONTRACTS & CONTRACT EXTENSION

There is no compulsion on either the Council or the Chief Executive Officer to agree to a new Contract or the Contract Extension.

The Council and/or the Chief Executive Officer shall initiate discussions not later than six (6) months prior to the expiry of the Term for the parties to enter into a new Contract for a further term with the Council making a decision to finalise those discussions not later than four (4) months prior to the expiry of the term of this Contract. In the event that the Council and the Chief Executive Officer agree to a new contract, a new contract will be executed.

6. CHIEF EXECUTIVE OFFICER'S DUTIES AND FUNCTIONS

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

- 6.1. Set out in the Position Description 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 laws and regulations relevant to the position.

The Chief Executive Officer shall:

- 6.4. Work such reasonable hours as are necessary to carry out the duties and functions of the position.
- 6.5. Observe and carry out all lawful directions given by the Council, in relation to the performance of the Chief Executive Officer's duties and functions under this Contract.
- 6.6. Disclose any financial or other interest relating to the business of the Local Government in accordance with the Act or which conflicts or may conflict with the discharge of the duties and functions of the office and comply with any reasonable direction given by the Council in respect of that interest.
- 6.7. Unless absent on leave as provided for in this agreement or through illness or involuntary injury, 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 Chief Executive Officer's obligations under this contract unless approved by the Council.

7. PERFORMANCE CRITERIA

The following performance criteria apply to this contract:

- a) Provide accurate and timely advice to council;
- b) Work in collaboration with council;
- c) Provide innovative and visionary leadership;
- d) Establish effective networks;
- e) Maintain a work environment that facilitates the development of people and encourages them to perform at a high level;
- f) Ensure the effective and accountable application of financial and physical resources;
- g) Develop and implement change management strategies to enhance service delivery;
- h) Initiate the development, implementation and review of effective policies.
- i) Seek external funding to support the Shire's strategic direction.

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

8. PERFORMANCE REVIEWS

- 8.1. Council will ensure that a review of the Chief Executive Officer is conducted at 2 x six (6) monthly intervals for the first year of the Contract and then annually thereafter, or more frequently if the Council or the Chief Executive Officer perceives there is a need to do so.
- 8.2. The Council shall give the Chief Executive Officer a minimum of ten (10) working days' notice in writing that a performance review is to be conducted to enable the Chief Executive Officer sufficient time to prepare.
- 8.3. The Chief Executive Officer must prepare and submit to the Council and/or facilitator an assessment of his/her own performance prior to the assessment by Council.
- 8.4. The final report on the performance of the Chief Executive Officer is to be forwarded to Council for consideration to either accept or reject the report.

9. CONFIDENTIAL INFORMATION

- 9.1. The Chief Executive Officer shall not divulge any confidential information about the Local Government both during and after their term of employment with the Local Government.
- 9.2. 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.
- 9.3. In the event of termination, the Chief Executive Officer must deliver to the Local Government all confidential information relating to the local government in the Chief Executive Officer's possession and must not keep or make copies of such information.

10. CONDUCT

- 10.1. The Chief Executive Officer shall at all times carry out his/her duties and functions in the best interests of the Local Government, and ensure that the Chief Executive Officer's actions do not bring the Local Government into disrepute or cause the Local Government damage.
- 10.2. The Chief Executive Officer will comply with the Employee's Code of Conduct adopted by the Local Government pursuant to section 5.103 of the Act or as prescribed in Regulations under the Act.
- 10.3. The Chief Executive Officer will comply with the Shire's Conduct and Core Values:
 - a) Transparency
 - b) Honesty
 - c) Respect
 - d) Dedication
 - e) Proactivity
 - f) Cohesiveness

11. SUSPENSION

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

12. REMUNERATION

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

12.1. Salary Package

The Chief Executive Officer shall be entitled to a total remuneration package of \$175,000 per annum, which takes into account:

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

12.2. Compilation of Salary Package

The components representing the remuneration package shall be:

Salary (cash component)	\$134,000	per annum
Superannuation (9.5%)	\$12,730	per annum
Motor Vehicle Allowance	\$16,670	per annum
Housing Allowance	\$7,800	per annum
Electricity & Gas Subsidy	\$1,500	per annum
Communications Allowance – Mobile Phone	\$800	per annum
Communications Allowance – Internet	\$750	per annum
Uniform Allowance	\$750	per annum

12.3. Review

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

12.4. Payment of Salary

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

12.5. Motor Vehicle

12.5.1. The Local Government shall provide unlimited private use of a motor vehicle in accordance with policy as at the date of signing this contract, equivalent in value to a Holden Statesman, for the use of the Chief Executive Officer.

- 12.5.2. The Local Government shall be responsible for all running costs of the motor vehicle including, but not limited to all registration, insurance, fuel and maintenance costs of the motor vehicle.
- 12.5.3. The Chief Executive Officer is responsible for organising for the motor vehicle to be maintained, serviced and cleaned in an appropriate manner.
- 12.5.4. Unlimited private use entitles the Chief Executive Officer, and a driver designated by the Chief Executive Officer, to use the motor vehicle for both business and private purposes below the 26th parallel in Western Australia.
- 12.5.5. The Chief Executive Officer is responsible for ensuring he/she and any designated driver hold a valid Drivers' Licence.
- 12.5.6. The Local Government may provide the equivalent value nominated in Clause 12.2 for a motor vehicle by way of a Novated Lease, provided the Chief Executive Officer reimburses the Local Government any costs in excess of that nominated amount and any increase in GST, whether by salary sacrifice or direct payment.

12.6. Superannuation

The Local Government will make superannuation contributions during the term of the contract of 15% subject to the Chief Executive Officer making contributions equivalent to 6% of their salary. The Local Government's contribution includes the Superannuation Guarantee levy.

The Chief Executive 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 Chief Executive Officer.

12.7. 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's business by way of functions or travelling.

12.8. Valuation

The value to be allocated to each component of the Chief Executive 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.

12.9. Housing & Utilities Allowances

12.9.1. The Local Government will provide family style, executive level accommodation for the Officer at a subsidised rate.

12.9.2. At the commencement of the Term the rent is \$100 per fortnight, payable fortnightly in advance by the Officer to the Local Government. The rental rate specified may be varied from time to time as agreed to by the parties.

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

12.9.4. The Local Government will subsidise 50% of the electricity and gas consumption at the residence up to an agreed value as specified in clause 12.2. of this Contract.

12.10. Other Benefits

12.10.1. The Officer will be permitted a level of private use of the Mobile Telephone provided for work purposes up to an agreed value as specified in clause 12.2. of this Contract.

12.10.2. Council will provide and maintain an internet connection at the Officer's residence for work purposes, for an agreed value as specified in clause 12.2. of this Contract. The Officer is permitted private use of this connection in accordance with the Shire policy.

12.10.3. The Local Government will provide the Officer with a Uniform Allowance up to an agreed value, as specified in clause 12.2. of this Contract, to purchase work uniforms.

13. LEAVE

This may include, but is not limited to:

13.1. Annual Leave

The Chief Executive Officer is entitled to five (5) weeks' paid annual leave each year to be taken during agreed periods. Written notice is to be provided to the Council not less than three (3) months' prior to the requested leave.

13.2. Long Service Leave

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

13.3. Personal Leave

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

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

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

13.4. Parental Leave

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

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.

13.4.2. The Chief Executive 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 Chief Executive Officer's spouse. Paternity Leave cannot normally be taken while the Chief Executive Officer's spouse is on maternity leave.

13.5. Public Holidays

The Chief Executive 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.

14. TERMINATION OF EMPLOYMENT

14.1. Effluxion of Time

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

14.2. Termination by Chief Executive Officer

The Chief Executive Officer may terminate this Contract by giving six (6) weeks written notice to the Council.

14.3. Termination by Council

The Council may terminate this contract by giving three (3) months written notice to the Chief Executive Officer. Council may approve a payment to the Chief Executive Officer of up to the value of one year's remuneration if the contract has one year or more to run, or, if the contract has less than one year to run, a payment not exceeding the value of remuneration the Chief Executive Officer would have received if the contract had been completed.

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

14.4. Summary Dismissal

The Council may terminate the employment of the Chief Executive Officer prior to the expiry of the Contract by notice in writing or summarily if this is warranted, if:

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

14.4.2. The Chief Executive Officer wilfully disobeys any reasonable and lawful order or direction by the Council.

14.4.3. The Chief Executive 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.

14.4.4. The Chief Executive Officer commits a serious breach of any of the provisions or terms of this Contract.

A payment under sub-clause 14.3 does not apply where the termination is a result of an event identified under sub-clause 14.4.1, 14.4.2, 14.4.3 or 14.4.4.

15. 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.

16. ALTERATIONS TO THIS CONTRACT

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

17. DISPUTE RESOLUTION

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

- 17.1. Attempt to resolve the matter at workplace level by the Chief Executive Officer and the Council, or a person or a committee delegated by the Council for that purpose, meeting and conferring on the matter.
- 17.2. Agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level.
- 17.3. Agree that if either party refers the matter to an independent mediator, both parties will participate in the mediation process in good faith.
- 17.4. Acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process. Such mediation shall operate in a manner as agreed by the parties.

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

18. NOTICES

Any notice or other communication between the parties:

- 18.1. Must be in legible writing to the last recorded (or known) address.
- 18.2. Is regarded as being given to the sender and received by the addressee:
 - a) if by person, when delivered;
 - b) if by post, 3 business days from and including the date of postage;
 - c) if by email, the date of receipt shown on the email.

19. 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.

20. EXECUTION BY THE PARTIES

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

Deputy President:

Name of Deputy President: Jeffrey S Hewton

Acting Chief Executive Officer:

Name of Acting Chief Executive Officer: Graeme K Simpson

Chief Executive Officer:

Name of Chief Executive Officer: Christopher D Littlemore

in the presence of:

Name of Witness:

4. CLOSURE OF MEETING:

With no further business to discuss the Deputy Shire President, Cr Hewton, closed the meeting at 4:35pm.

These minutes were confirmed by the Council as a true and accurate record at the Ordinary Council Meeting held on Tuesday 18 November 2014.

.....
J HEWTON
(Deputy Shire President)