



Shire of Ravensthorpe
65 Morgans Street
RAVENSTHORPE WA 6346

Chief Executive Officer

INFORMATION & APPLICATION PACKAGE

SEPTEMBER 2025

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1. Position Advertisement



Chief Executive Officer

(Package negotiable \$182,109 to \$300,370 Band 3 SAT Determination 2021)

We are looking for a dynamic leader with a growth mindset, who is highly community focused.

About the role

As Chief Executive Officer you will take overall corporate responsibility for the organisation. You will foster a customer service focus, a positive team culture, a cohesive relationship with the Council and the community and a basis for efficient planning and delivery of services provided by the organisation. You will develop and lead the goals and objectives of the Council as set out in plans, budgets, capital works programs and integrated and asset management plans. You will be accountable for the Council's human, financial and physical resources whilst acting as the face of the organisation in the community.

Interested applicants may obtain the Information Package and PDF by contacting Bethany Goss, HR/Payroll Manager by emailing recruitment@ravensthorpe.wa.gov.au or by calling (08) 9839 0000.

For more information relating to the role itself, you are strongly encouraged to contact Matthew Bird, Chief Executive Officer by calling (08) 9839 0000.

Conditions

Ideally, you will have intimate knowledge of the workings of local government or have worked within a senior management capacity. Additionally, you will hold relevant tertiary qualifications or have equivalent relevant senior management experience as well as some knowledge of the outside operations of a Shire.

Applicants must have or be willing to successfully obtain:

- Pre-employment medical including drug and alcohol.
- National police clearance

What's in it for you?

A performance based 3 to 5-year contract will be negotiated which includes:

- an attractive remuneration package in the vicinity of \$182,109 to \$300,370 including a negotiable cash component commensurate with qualifications and experience
- generous annual leave
- up to 17% superannuation (conditional),
- a Vehicle allowance
- rent-free housing and utilities supplied.
- a Regional/Isolation allowance up to \$38,600 per annum is negotiable.

Location

The Shire of Ravensthorpe is a local government area of 13,551 square kilometres, in the Great Southern region of Western Australia. The Shire is located on the stunning Fitzgerald

Coast region and is the year-round gateway to one of the largest and most botanically significant National Parks in Australia, the Fitzgerald National Park. Home to the internationally recognised Fitzgerald Biosphere, it is also bordered by the newly created South Coast Marine Park. The area is often described as an undiscovered wilderness, encompassing the settlements of Ravensthorpe, Hopetoun, Jerdacuttup, Munglinup and Fitzgerald, the shire is located five hours south east of Perth, two hours west of Esperance and three hours east of Albany.

The Shire has a population of 2,085 (2021) and is a beautiful and family friendly place to settle that offers a healthy lifestyle, the Shire of Ravensthorpe is made up of strong communities, with locals who are passionate about agriculture, art, wildflowers, history, the environment, sport, fishing and recreation. The primary industries include farming, tourism and mining.

How to apply for this position

Applicants are encouraged to apply online and must provide:

- A current resume outlining your employment history and professional learning summary relevant to this position
- A covering letter outlining your suitable experience for the position and why you are interested in this field of work.
- A statement of claims against both the **Competency Requirements and the Selection Criteria** as detailed in the CEO Position Description.
- The contact details of work-related referees who can attest to the claims made in your application.

Applications can be emailed to recruitment@ravensthorpe.wa.gov.au or posted to PO Box 43, Ravensthorpe WA 6346, addressed to Tom Major, Shire President, and marked Confidential – Chief Executive Officer **no later than 4pm Monday 6 October, 2025.**

Supporting a diverse workforce

The Shire of Ravensthorpe is a family friendly and equal opportunity employer committed to workplace equality and diversity. We value the unique diversity that Aboriginal and Torres Strait Islander people, people with disability, people from culturally diverse backgrounds, and members of our LGBTQIA+ community, women and youth bring to our workforce.

We strongly encourage people from diverse backgrounds to apply.

People with disability will be provided with reasonable adjustments in our recruitment processes and in the workplace.

Tom Major
Shire President

2. Information for Applicant

Thank you for your interest in the advertised position of Chief Executive Officer for the Shire of Ravensthorpe.

Selection on the Basis of Merit

The Shire of Ravensthorpe is an equal opportunity employer. All applications will be assessed against the same criteria included in the information package and position description.

No application will be considered until after the advertised closing date at which time it will be assessed. Selection will be based on highest merit for the position, past experience and ability to perform the advertised position.

What to include in your application Your application should include the following information:

- A statement addressing each of the competency requirements and selection criteria as detailed in the CEO Position Description.
- Cover letter
- A copy of your current Résumé
- Contact details of three employment referees, preferably one to be your current employer.
- Completed Application Cover Form (see 6 below)
- Signed Declaration Authorisation and Waiver (see 7 below)

Applications should preferably be scanned and lodged by email.

Applications in hard copy should not be submitted in plastic sleeves, binders or files. Please do not submit originals of important documents such as qualifications and references. Submit photocopies only.

Statement Addressing Selection Criteria

Your application should contain a concise statement specifically addressing each of the **Selection Criteria and the Competency Requirements** as detailed in the Position Description with examples, which demonstrate how you meet the requirements of each objective. Address each item separately and make your comments adequate enough to demonstrate your ability to meet the criteria.

Resume

You should attach a copy of your current resume, listing academic achievement, professional training, memberships and relevant employment experience.

Referees

You should include the names and contact details of at least three referees we can contact to provide information on your past work performance, preferably one to be current employer. **Applicants who do not provide referee contact details up front will not be considered for the position.**

One copy only

You should provide us with only one copy of your complete application.

Address for Applications

Applications in hard copy should be marked "CEO CONFIDENTIAL" and addressed to:

Cr Tom Major – Shire President
PO BOX 43
RAVENSTHORPE WA 6346

Email applications are preferred, sent to recruitment@ravensthorpe.wa.gov.au

Applications close at 4:00pm on Monday, 6 October 2025.

Late Applications

Ensure your application is received prior to the closing date and time, late applications will only be considered if prior arrangements are agreed to for late lodgement.

Post Application Process

Short listed applicants will be contacted by telephone to arrange an interview. Unsuccessful applicants will be advised by email.

Pre-employment Medical

The successful applicant will be required to undertake a pre-employment medical examination, prior to commencement, at the Council's expense. This will include a Hearing test, Musculoskeletal exam and a Drug & Alcohol test.

Psychometric Assessment

The successful applicant will be required to undertake a psychometric assessment, prior to commencement, at the Council's expense.

National Police Clearance

The successful applicant will be required to provide a National Police Clearance that is no more than 3 months old, prior to commencement.

Further Information

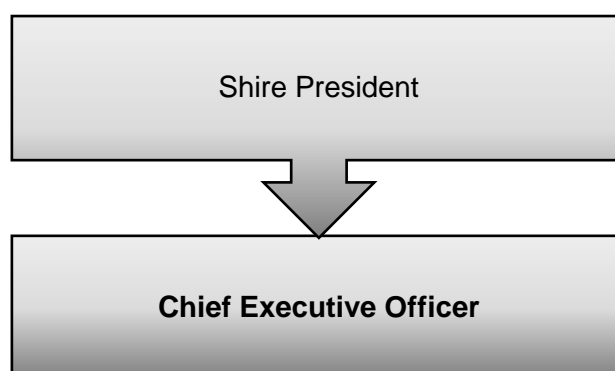
Should you require further information about the position, please contact the current CEO on (08) 9839 0000 or ceo@ravensthorpe.wa.gov.au

For more information on the Shire please refer to the website at www.ravensthorpe.wa.gov.au

3. Position Description

Position Title:	Chief Executive Officer	No: 1
Directorate:	Executive Services	
Reporting to:	Shire President / Council	
Award:	Local Government Officers' (Western Australia) Award 2021	
Award Level	Status	Hours per week
Contract	Fixed Term	38
Workplace Address:	(a) Shire Administration Office, 65 Morgans Street, Ravensthorpe. (b) Work location may change in accordance with the needs of the organisation, roles and responsibility changes of this position or emergency situations as directed.	
Probationary Period:	Six (6) months' probation period	
Performance Review:	Conducted annually or as per the <i>Local Government Act 1995</i> .	

1. Reporting Organisational Structure



2. Organisational Values

Integrity

We are open, ethical and honest in our dealings and treat all people with dignity and respect.

Commitment

We are committed to advancing the organisation, maintaining professional standards and our own professional development.

Effective Teamwork

We complete our own tasks in a professional manner, willingly assist others, ensure team goals are achieved, support team decisions and make positive contributions to the workplace culture.

Accountability

We are accountable and responsible for our own actions and decisions.

3. Position Purpose and Objectives

Objectives of the Position

- Lead the Executive Management Team in initiating and implementing a Strategic Plan which involves the Community, Elected Members and Staff.
- Maintain the infrastructure and assets of the Shire and create an investment ready environment.

Within Section

- Manage and control a human resources management programme that ensures the supervision of the Executive Manager Corporate Services, the Executive Manager Infrastructure Services and the Executive Manager Projects & Regulatory Services are in accordance with Council policy and corporate aims.
- Initiate a corporate staff training program that will improve staff skills across the organisation and assist staff in focusing on servicing the community.

Within Organisation

- Develop a corporate approach within the Executive Management Team towards the development of a budget and have financial controls within the Infrastructure Services, Corporate Services and Projects and Regulatory Services Directorates.
- With assistance from the Executive Management Team manage and develop a system of ensuring that financial resources are considered across all Directorates in areas of most need.
- Administer the legal, statutory and election process of the Council's operation and be the chief adviser to Council on these matters.
- Provide strategic direction and strong leadership to the entire organisation.

4. Competency Requirements

Leadership

- Proven leadership at the Chief Executive Officer/General Manager level, with the demonstrated intellectual capacity to develop an understanding of legislation impacting on Local Government.
- High level strategic planning skills and knowledge of corporate management requirements.
- Delegation skills to ensure the achievement of outcomes, accountability of management staff and the development of employees' abilities.
- Understanding of the application of contemporary human resources management principles.

Policy Development and Implementation

- Experience in the development of policies for Council consideration.
- Good knowledge of public policy issues as they impact on Local Government.

Governance and Compliance

- Demonstrated capacity to administer the *Local Government Act 1995* and associated legislation involved in the field of Local Government.
- Proven provision of professional and timely advice to support Council in making the most informed decisions on behalf of constituents.
- Knowledge of statutory, legal and contractual obligations.

Financial Results

- Extensive experience in the area of strategic financial management.

Community Development

- Considerable experience in dealing with the public and community.
- Considerable experience encouraging, promoting and facilitating sustainable.
- Comprehension of Native Title issues and knowledge of the natural features, built environment and cultural heritage of the Shire.
- A proven history of building and maintaining positive strategic relationships to foster development within the community.
- Experience in the development and delivery of tourism strategies to promote the region.

General Management

- Excellent interpersonal and communication skills focussing on maintaining good relationships including with Council, staff, community groups and external agencies.
- Employment in or involvement with, regional and rural communities.
- An understanding of issues facing indigenous communities.

5. Key Duties and Responsibilities

- In consultation with Council, initiate and implement strategic and service delivery plans for the Shire.
- To coordinate, in conjunction with the Executive Management Team, an overall system of fiscal management to reflect Council's aims and objectives.
- Formulate and implement a human resources management program, which ensures the appropriate supervision and management of each Directorate are all in accordance with corporate aims laid down by Council.
- Institute a staff training program that will improve staff skills across the board, which will assist in focusing on service delivery to the Community.
- Administer the legal, statutory and election process of the Council's operations and be the chief adviser to Council on these matters to ensure Council is operating within the statutes and all legal requirements.
- Responsible for effective day to day operations of the Council.
- Ensure all legal and statutory compliances are met particularly related to substantial asset infrastructure.
- On behalf of the Shire, make effective representation of the issues, views, policies and needs of the Shire, as necessary.
- Ensure the development and maintenance of sound communications and good relationships between the Shire, government departments and the community at large.
- Provide appropriate leadership to the organisation.
- Provide Council with appropriate information and advice on relevant statutory requirements.
- Ensure reports and recommendations submitted to Council are well written and based on sound judgment and include appropriate recommendations and options.
- Ensure that the Council's statutory compliance obligations are met.
- Undertake appropriate pre-start processes in accordance with Occupational Health and Safety Regulations for any equipment allocated to this role.
- Any other duties consistent with the level of this position and the principles of multi-skilling within the statutory services.

6. General Accountabilities

Occupational Health and Safety

- While at work, take reasonable care for the health and safety of all persons who are at your place of work and who may be affected by your acts or omission at work.
- Follow all Occupational Health and Safety Policies, Procedures and Practices.
- Be a team player and maintain a realistic level of industrial harmony.
- Follow policies, procedures and practices that do not discriminate against individuals in employment or education on the basis of race or ethnicity, sex, marital status, pregnancy, sexual preference, disability, age and religious or political affiliation.

- Observe national privacy principles and privacy legislation.
- Ensure all work is carried out in accordance with the Shire's Safety and Risk Management Framework.

Customer Service

- Maintain good relations with the general public and promote Council's operations in a professional manner at all times.
- Always be supportive of management policies and procedures with regards to the Shire's vision, goals, interpersonal relationships and the Shire's Code of Conduct.
- Provide friendly, helpful and professional interaction with suppliers of goods and services, volunteer groups, and other shire services.
- Exercise a high level of interpersonal skills in dealing with the public and others.
- Provide a positive personal contribution in the exchange of information between team members, across business departments and with customers.
- Maintenance of confidentiality in performing the duties of the position and in liaising with internal officers, external organisations and customers.

Human Resources

- When required and/or directed, relieve positions within the Directorate during periods of absence.
- Work to foster a cooperative and harmonious team environment through effective communication and relationship building skills.
- Ensure Annual Performance Reviews are undertaken on time and within the scope of the Shire's performance review policy / procedure.

Compliance Adherence

- With all relevant legislation, policies, procedures, the Shire Code of Conduct and Guidelines.
- That all documentation is appropriately recorded and stored.
- With software licence requirements.
- To the *State Records Act 2000* and the Shire's record management systems.

7. Organisational Relationships

Reporting to:

- Shire of Ravensthorpe Council and the Shire President.

Supervise

- All staff by Delegation to relevant Directors.

Internal Stakeholders

- Shire President and the individual Councillors;
- All Committees;
- Executive Management;
- Senior Officers;

- Works Supervisor and employees; and
- Other relevant internal stakeholders.

External Stakeholders

- Community, ratepayers, public, business groups, retailers;
- Indigenous communities;
- Business community;
- Sporting groups;
- Federal & state governments departments and agencies;
- Local governments;
- Media (in accordance with the *Local Government Act 1995*);
- Primary contractors and suppliers.

8. Judgements and Delegation

Judgement

- This position reports directly to the Shire of Ravensthorpe Council and the Shire President.
- This position has full autonomy within roles and responsibility.
- Makes decisions relevant to areas of responsibility which are governed by clear guidelines.
- Demonstrates a level of judgement to ensure all work practices, standards, procedures and guidelines are adhered to.
- Demonstrates a high degree of judgement, initiative, confidentiality and sensitivity.

Delegation

- Administer Shire policy as per delegation.
- Adhere to Shire local laws as per delegation.
- Purchase goods and services as directed as per Council policy delegation.
- Any other delegations as per the delegation register.

9. Extent of Authority

All authority vested in a Chief Executive Officer under the Local Government Act and associated Regulations and Local-Laws and all other relevant state and Federal Parliament Acts. Authority to sign all legal documents and cheques as delegated and properly directed by Council.

10. Performance Criteria

Key result areas and associated strategies and actions may be varied by agreement between the employee and employer at any time during the term of the contract.

11. Selection Criteria

Qualifications

- Degree in Management, Business and/or Public Sector Administration or demonstrated equivalent practical experience.
- Current “C Class” Drivers Licence
- Current National Police Clearance
- Current Senior First Aid Certificate

Knowledge and Experience

Demonstrated experience in:

- Leadership at a Senior Management / Chief Executive Officer level;
- Corporate management and strategic planning;
- Financial management of a Local Government or Directorate;
- The management of capital projects and major programs, including the use of project management techniques; and
- Considerable background in encouraging, promoting and facilitating sustainable business development and fostering investment opportunities, especially in the area of tourism growth.

Demonstrated knowledge of:

- Public policy issues as they impact on Local Government;
- A proven ability to provide sound and ethical advice, and work effectively with Councillors or a management board;
- Social media use within a communications management framework; and
- Human Resource Management particularly relating to employment regulations, Fair Work Australia, Occupational Health and Safety Regulations and Equal Opportunity Employment Regulations.

Skills

- Excellent interpersonal and communication skills, with a strong focus on maintaining effective and positive relationships with all stakeholders.
- Effective time management.
- Excellent customer service.
- High level computer skills and understanding of electronic service delivery systems.
- Well-developed negotiation and conflict resolution skills.
- Well-developed decision making and problem-solving skills.

Essential

- Undertake and pass a full medical including drug and alcohol testing.

12. Authorisation and Signature

This Position Description is indicative of the position at this point in time. This Position Description will be reviewed annually as part of the performance review cycle in accordance to the organisation's performance management procedure, or if the position is updated in accordance to organisational changes as required at the time of change.

Approved by:	Shire President and elected Council members
Recommended by:	Shire President
Prepared by:	Human Resources
Reviewed Date:	August 2025

Shire President: _____ Date: _____
(Signature)

Accepted by Employee: _____ Date: _____
(Signature)

Name of Employee: _____
(Print name)

4. Remuneration Package

REMUNERATION PACKAGE

(DEFINED TERM NEGOTIATED CONTRACT POSITION)

CEO Remuneration	\$	\$
SAT Determination - Schedule 2 Items		
Regional / Isolation Allowance (Negotiable to)	36800	
Professional Development	3000	
Private use of Motor Vehicle	30459	
Rental Subsidy	13000	
SAT Determination - Schedule 1 - Total Reward Package		
Basic Salary (includes leave loading – Negotiable to)	169753	
Superannuation - Guarantee levy (12%)	20370	
Superannuation - matching contribution (5%)	8487	
Professional Association Membership	700	
Communications Allowance	3000	
Gas, Electricity and Water allowance - up to maximum per tenancy agreement	3000	
Uniform / grooming allowance	500	
Fringe Benefits Tax (estimated)	9500 (Estimated)	
On motor vehicle		
On electricity		
Other		
Schedule 1 Rewards Package (Negotiable to)	\$215,311.01	
Schedule 1 & 2 Rewards Package (Negotiable to)	\$300,370.01	

5. Model Contract

EMPLOYMENT CONTRACT

BETWEEN

[Insert name of Local Government]

AND

[Insert full name of CEO]

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Information table

Date See item 1 of Schedule 1.

Parties

Name [Insert name of Local Government]
Local Government
Short form name
Address [Insert address of Local Government]

Name See item 2 of Schedule 1.
Short form name **You** or **Your**, as the case requires.
Address See item 3 of Schedule 1.

Background

The parties have agreed that the Local Government will employ You as the CEO of the Local Government on the terms and conditions set out in this Contract.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this Contract, unless inconsistent with the context:

Act means the *Local Government Act 1995* (WA);

CEO means You, the chief executive officer of the Local Government;

Code of Conduct means the Local Government's Code of Conduct;

Commencement Date means the date of commencement of employment as specified in item 6 of Schedule 1;

Confidential Information means any and all confidential information, data, reports, operations, know-how, accounts, dealings, records, materials, plans, statistics, finances or other documents and things (other than a document 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 Local Government;

Contract means this document including the Schedules;

Contract Details means the details specified in Schedule 1;

Council means the Council of the Local Government and includes a commissioner(s) duly appointed under the terms of the Act and associated regulations;

Expiry Date means the date of expiry of employment as specified in item 8 of Schedule 1;

Functions include the powers, duties, responsibilities and authorities that apply to the Position under clause 3.1;

Initial Work Location means Your initial work location as specified in item 13 of Schedule 1;

Intellectual Property means any and all intellectual property belonging to the Local Government including:

- (a) patents, copyright (including all copyright in software), registered designs, registered and unregistered trademarks, domain and business names, rights to have information kept confidential, processes, inventions, improvements, innovations, modifications and discoveries, whether or not capable of being secured, registered or protected by any means; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a);

Local Government means the Shire of Ravensthorpe;

MCE Act means the *Minimum Conditions of Employment Act 1993* (WA);

Other Benefits means the benefits, in addition to the Remuneration, specified in clause 6 and item 10 of Schedule 1;

Performance Criteria means the criteria referred to in **Error! Reference source not found.** and any additional criteria that may be agreed pursuant to clause 4;

Policies means the written policies and procedures of the Local Government, including the Code of Conduct, as varied or introduced from time to time;

Position means the position specified in item 4 of Schedule 1;

Position Description means the position description as set out in **Error! Reference source not found.**, as amended from time to time;

President means the President of the Council;

Probationary Period means the 6 months of Your employment as CEO under this Contract;

Remuneration means the components of remuneration specified in clause 5.1 and item 9 of Schedule 1;

Reviewer means the Council, or a committee or other person or body determined by the Council under clause 4.2;

State means the State of Western Australia;

Term means the term specified in item 7 of Schedule 1;

Total Benefits Package (TBP) means the aggregate of the Remuneration plus the components of the additional benefits specified in clause 6 and item 10 of Schedule 1;

Written Law means all applicable State and Commonwealth Acts, and all subsidiary legislation, for the time being in force;

Your Intellectual Property means any and all intellectual property created by You, whether alone or with others, in the course of Your employment under this Contract including:

- (a) patents, copyright (including all copyright in software), registered designs, registered and unregistered trademarks, domain and business names, rights to have information kept confidential, processes, inventions, improvements, innovations, modifications and discoveries, whether or not capable of being secured, registered or protected by any means; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

1.2 Interpretation

In this Contract, unless inconsistent with the context:

- (a) words denoting:
 - (1) the singular includes the plural and vice versa; and
 - (2) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (1) a person includes a firm, an unincorporated association, an incorporated association, a corporation and a government or statutory body or authority;
 - (2) a person includes their legal personal representatives, successors and assigns;
 - (3) any Written Law includes all Written Laws amending that Written Law;
 - (4) a right includes a benefit, remedy, discretion, authority or power;
 - (5) 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;
 - (6) provisions or terms of this Contract, or another document, agreement, understanding or arrangement, include a reference to both express and implied provisions and terms;

- (7) time is to local time in Perth, Western Australia;
 - (8) \$ or dollars is a reference to the lawful currency of Australia;
 - (9) this Contract or any other document includes this Contract or other document as amended or replaced and despite any change in the identity of the parties;
 - (10) writing includes any legally acceptable mode of representing or reproducing words in tangible and permanently visible form;
 - (11) anything (including 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;
 - (12) a clause, paragraph or Schedule is a reference to a clause or paragraph of or Schedule to this Contract; and
- (d) the meaning of general words or phrases is not limited by specific examples introduced by 'including, for example' or similar expressions.

1.3 Headings

Headings do not affect the interpretation of this Contract.

1.4 Schedules etc.

1.4.1 Each Schedule (and an annexure or document incorporated by reference, if any) forms part of this Contract.

1.4.2 In the event of any conflict or inconsistency between any part of:

- (a) the terms and conditions contained in the clauses of this Contract;
- (b) a Schedule;
- (c) an annexure, if any; and
- (d) a document incorporated by reference, if any,

the material mentioned in any one of paragraph (a)-(d) of this clause 1.4.2 has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

2 Employment

2.1 Position and Commencement Date

2.1.1 Subject to the terms and conditions of this Contract, the Local Government will employ You in the Position commencing on the Commencement Date and ending on the Expiry Date.

2.1.2 To avoid any doubt, the terms and conditions of this Contract include the Contract Details in Schedule 1.

2.1.3 Your employment is subject to a Probationary Period.

2.2 Extension of Term

2.2.1 Unless You and the Local Government make a subsequent employment contract that provides for You to continue in employment with the Local Government, Your employment will automatically come to an end on the Expiry Date without the need for any notice of termination.

2.2.2 In accordance with section 5.39(4) of the Act, this Contract is renewable, and the Term may be extended, by agreement between the parties.

2.2.3 Neither the Local Government nor You have any obligation to agree to this Contract being renewed or to the Term being extended. This provision does not create any expectation of the Contract being extended, nor should it be relied on.

3 Your obligations

3.1 General obligations

You must carry out the Functions that are set out in:

- (a) Your Position Description;
- (b) the Local Government's Policies;
- (c) the Act or any other Written Law.

3.2 Specific obligations

3.2.1 You must:

- (a) perform the functions of a CEO as stated in section 5.41 of the Act;
- (b) comply with the terms of this Contract;
- (c) carry out all lawful and reasonable directions given by the Council in relation to the performance of Your Functions;
- (d) comply with the Local Government's Policies, the Act and, insofar as it relates to the performance of Your Functions, any other Written Law. You must be familiar with and comply with the Policies. The Local Government may review, vary, add to, or withdraw the Policies from time to time in its absolute discretion. The Policies are not incorporated into this Contract. The Policies do not create any binding obligations upon the Local Government which are legally enforceable. However, to the extent they require anything of You, You acknowledge and agree that the Local Government's Policies constitute reasonable and lawful directions with which You must comply;
- (e) unless absent on leave as provided in this Contract or through illness or injury:
 - (1) work such hours as may reasonably be necessary to perform Your Functions; and

- (2) during those hours, devote the whole of Your time, attention and skill to performing the Functions;
 - (f) not hold any position for monetary or other reward which may in any way be seen to conflict with Your Functions; and
 - (g) not, except with the prior written approval of the Council, be employed or engaged in any business or activity for profit or reward.
- 3.2.2 The Council's approval under clause 3.2.1(g) must not be unreasonably withheld and, if it is withheld, written reasons must be given to You.

3.3 Duty of confidentiality

- 3.3.1 You must not at any time, during or after the expiration or sooner termination of the Term, divulge or reveal to any person any Confidential Information except insofar as:
- (a) it is consistent with the proper performance of Your Functions;
 - (b) the Council may, from time to time, direct or authorise You to divulge or reveal; or
 - (c) it is necessary or required by law.
- 3.3.2 You must take all reasonable precautions, including physical security, to maintain the confidentiality of any Confidential Information.
- 3.3.3 You acknowledge and agree that:
- (a) all Confidential Information acquired by You in the performance of Your Functions is acquired in confidence and any disclosure of it would be harmful to the Local Government;
 - (b) damages would not be an adequate remedy for a breach by You of this clause; and
 - (c) the Local Government may seek injunctive relief to enforce its rights under this clause.

3.4 Duty of fidelity

You undertake to be a capable and loyal employee acting at all times in the best interests of the Local Government, and to use Your best endeavours to ensure that Your actions do not bring the Local Government into disrepute or cause the Local Government damage.

4 Performance Criteria and review

4.1 Performance Criteria

- 4.1.1 Within 3 months of the Commencement Date, the Council and You must discuss and determine all of the Performance Criteria.
- 4.1.2 All Performance Criteria must be reasonably achievable by You.

- 4.1.3 You must use every reasonable endeavour to comply with the Performance Criteria.
- 4.1.4 The Performance Criteria may be amended, from time to time, by agreement in writing between the parties following consultation.

Your performance under this Contract, must be reviewed:

- (a) by reference to the Performance Criteria;
- (b) at least annually;
- (c) more frequently if the Council or You perceives there is a need to do so; and
- (d) in accordance with a performance review process agreed between you and the Council.

4.2 Selection of Reviewer

The Council, in consultation with You, will determine, in respect of each review under clause **Error! Reference source not found.**, who will conduct the review.

5 Remuneration

5.1 Remuneration – general provisions

- 5.1.1 The Local Government must pay to You each year Remuneration comprising salary and superannuation contributions of the amount specified in item 9 of Schedule 1.
- 5.1.2 Your Remuneration takes into account:
- (a) the requirement to attend Local Government meetings and perform other Functions that require work outside standard working hours;
 - (b) that You are not entitled to any annual leave loading, penalty rates or payment for additional hours or overtime.
- 5.1.3 In accordance with either:
- (a) the terms of a Policy; or
 - (b) the approval of the Council,
- you may salary sacrifice any part of the salary if:
- (c) it complies with the relevant taxation legislation and Australian Taxation Office rulings; and
 - (d) there is no additional cost to the Local Government or, if there is an additional cost, such cost is borne by You by way of a deduction from Your salary.

5.2 Salary

The salary is payable in accordance with the Local Government's normal salary payment cycle, by electronic funds transfer to an account nominated by You.

5.3 Superannuation

- 5.3.1 The Local Government must make, in respect of Your employment, superannuation contributions as specified in item 9 of Schedule 1.
- 5.3.2 The superannuation contributions include the minimum contribution required to be made to avoid the imposition of a superannuation guarantee charge (payable by the Local Government under the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth)).
- 5.3.3 You may elect to have superannuation contributions paid by the Local Government into a superannuation fund of Your choice.
- 5.3.4 You may elect to pay additional superannuation contributions as part of a salary sacrifice arrangement with the Local Government, acknowledging that such an arrangement will result in a lower salary being paid to You.

6 Other benefits

6.1 Total Benefits Package

- 6.1.1 In addition to the Remuneration specified in clause 5, the Local Government will provide you with the following additional benefits (as specified in item 10 of Schedule 1) which, together with your Remuneration, comprise your Total Benefits Package or TBP.
- 6.1.2 With the approval of the Council, You may vary the individual component amounts of the TBP provided that the total value of the TBP remains the same.

6.2 Motor vehicle allowance

- 6.2.1 You must provide a motor vehicle of suitable configuration as the requirements of the position dictates. The motor vehicle is for the unlimited business use y you.
- 6.2.2 The private use of the motor vehicle is at Your discretion.
- 6.2.3 You are responsible for all running costs of the motor vehicle including all registration, insurance, fuel, maintenance including servicing and repair costs.
- 6.2.4 You are responsible for arranging the motor vehicle to be maintained and serviced at Your own cost and for it to be cleaned in an appropriate manner.
- 6.2.5 You are responsible for the payment of traffic infringements including parking fines and speeding fines incurred by You.
- 6.2.6 For the avoidance of doubt, the \$[insert] each year vehicle allowance is inclusive of FBT and is in full recompense for Your business use of the vehicle and no additional payments or allowances in respect to this component of vehicle usage will be payable or paid.

6.3 Out-of-office communication facilities

- 6.3.1 The Local Government must provide to You, at the Local Government's cost, the out-of-office communication facilities specified in item 12 of Schedule 1 which:

- (a) are to enable You to perform the Functions while absent from the Local Government's offices; and
- (b) may be used by You for incidental and reasonable personal use.

6.3.2 The Local Government may provide to You other means of electronic communications.

6.4 Professional development

6.4.1 In this clause, '**conference**' includes workshop, forum or similar event.

6.4.2 The Local Government supports, as part of Your performance of the Functions, the membership of LG Professionals WA and/or other professional bodies by agreement, including attendance at appropriate conferences and events.

6.4.3 The Local Government must pay the costs associated with Your membership of mutually agreed professional bodies and attendance at conferences and events identified on appointment, agreed at the annual Performance Review or otherwise agreed in consultation with, and approved by, the or President as relevant to Your performance of the Functions, up to the maximum amount prescribed in item 10 of Schedule 1.

6.4.4 In addition, where the Council (or, if the Council so resolves, the President) believes that it is in the interests of the Local Government, the Local Government may also pay the costs of other conference attendances by You for purposes relevant to the Functions.

6.5 Housing

6.5.1 The Local Government must provide, for Your accommodation, the property at the address prescribed in item 11 of Schedule 1 or an alternative property to be determined by the Local Government.

6.5.2 The benefit value of the provision of this property to You is the amount prescribed in item 10 of Schedule 1.

6.5.3 The Local Government must undertake periodic maintenance and upgrades to the property to ensure that it remains in a suitable living condition.

6.5.4 You must:

- (a) maintain the property at an appropriate level, including regular garden maintenance and upkeep of the tidiness and cleanliness of the property; and
- (b) obtain the approval of the Council before making any alterations to the property, including any painting or garden modifications.

6.5.5 If Your employment is terminated or will terminate (for whatever reason), You agree to vacate the accommodation as soon as practicable and, in any event, no later than 14 days after Your employment ends.

6.6 Utilities allowance

6.6.1 The Local Government must provide You with a utilities allowance up to the amount prescribed in item 10 of Schedule 1.

6.6.2 The utilities allowance covers payment of electricity, water and gas bills for the property.

6.7 Relocation expenses

6.7.1 This clause applies provided You provide the Local Government with at least two quotes for Your relocation to your proposed new residence.

6.7.2 On receipt of supporting documentary evidence from You, the Local Government must reimburse You for the reasonable costs (as determined by the Local Government) associated with:

- (a) the relocation, to an address within the district of the Local Government, of furniture, household goods and personal effects; and
- (b) Your travel costs, and those of Your partner and dependant members of Your immediate family; and
- (c) the transport of up to two personal vehicles.

6.7.3 The value of the reimbursement under this clause is not to exceed the amount prescribed in item 10 of Schedule 1.

6.7.4 If Your employment ceases (for whatever reason) prior to the completion of 12 months' continuous service with the Local Government, You are required to reimburse the Local Government for 100% of the relocation expenses received by You.

6.7.5 If Your employment ceases (for whatever reason) prior to the completion of 24 months' continuous service but more than 12 months' continuous service with the Local Government, You are required to reimburse the Local Government for 50% of the relocation expenses received by You.

6.7.6 You agree that an amount equal to the reimbursement of relocation expenses required under this clause may be deducted from monies owed to You upon the termination of Your employment.

6.8 Fringe benefits tax

The Local Government must pay any liability with respect to fringe benefits tax incurred as a result of a payment or reimbursement of expenses reasonably incurred by You in performing the Functions.

6.9 Valuation

The value of each component of Your TBP is to be determined by the Local Government in accordance with the valuation principles that it may adopt from time to time to value benefits provided to its employees.

6.10 Set-off

- 6.10.1 You acknowledge and agree that You are not entitled to receive any other benefit or entitlement, monetary or otherwise, which are set out in any Local Government Policies, unless the benefit or entitlement is expressly included in this Contract.
- 6.10.2 You agree that the Remuneration and Other Benefits are paid to you in full satisfaction of any entitlements, allowances, wages, loadings, or other benefits or payments to which you may be entitled pursuant to any applicable workplace instrument or workplace law. You further agree that any remuneration or benefit received under this Contract may be set off against a claim for payment of any entitlement due or alleged to be due under an applicable workplace instrument or workplace law. Set off payments against a claim for an entitlement under an applicable workplace instrument or workplace law can continue after this Contract terminates or expires.

7 Annual review of Total Benefits Package

- 7.1 Your TBP must be reviewed annually:
- (a) at a time that is no later than 3 months after the anniversary of the Commencement Date; or
 - (b) if otherwise determined by the Council, at a time that enables the review to coincide with other remuneration reviews conducted by the Local Government.
- 7.2 The review of Your TBP will have regard to:
- (a) Your performance;
 - (b) any changes to the work value or responsibilities of the Position;
 - (c) the hours worked by You, including hours in addition to normal working hours;
 - (d) the condition of the market and the economy generally; and
 - (e) the capacity of the Local Government to pay an increase.
- 7.3 Following any review of your TBP under this clause, the Local Government may in its absolute discretion increase the TBP but may not reduce it.

8 Expenses

- 8.1 If You:
- (a) incur reasonable expenses in performing the Functions; and
 - (b) provide the Council (or, if the Council so resolves, the President) with documentary evidence of the expenses,
- the Local Government must reimburse You for those expenses.

8.2 The Local Government may provide You with a corporate credit card and, if the Local Government does so, You agree:

- (a) to use the credit card only for the payment of reasonable expenses properly incurred in performing the Functions;
- (b) to give the Council (or, if the Council so resolves, the President), at least on a quarterly basis, documentary evidence of any charged expenses; and
- (c) to reimburse the Local Government for any charged expenses that were not properly incurred in performing the Functions.

9 Leave

9.1 Approval for leave

Leave by You is to be taken at a time, or during periods that are approved by the President.

9.2 Annual leave

9.2.1 You are entitled to up to 6 weeks of paid annual leave each year in accordance with the MCE Act.

9.2.2 Annual leave may be taken on a pro rata basis.

9.2.3 The Council may direct You to take any annual leave that You have accrued in excess of 6 weeks' entitlement subject to the provisions of the MCE Act.

9.3 Long service leave

You are entitled to long service leave in accordance with the *Local Government (Long Service Leave) Regulations* (WA).

9.4 Personal/carer's leave

9.4.1 You are entitled to up to 76 hours of paid personal/carer's leave each year, in accordance with the MCE Act, to be accrued progressively.

9.4.2 In particular, You may take paid personal/carer's leave if the leave is taken:

- (a) because You are not fit for work because of a personal illness, or personal injury, affecting You; or
- (b) to provide care or support to a member of Your immediate family, or a member of Your household who requires Your care or support because of:
 - (1) a personal illness, or personal injury, affecting the member; or
 - (2) an unexpected emergency affecting the member.

9.5 Bereavement leave

You are entitled to 2 days' paid bereavement leave, in accordance with the MCE Act, per occasion when a member of Your immediate family, or a member of Your household dies.

9.6 Parental leave

If eligible, You are entitled to take up to 52 consecutive weeks of unpaid parental leave in accordance with the MCE Act.

9.7 Other leave

You are entitled to other leave as prescribed by the MCE Act such as family and domestic violence leave.

9.8 Public holidays

You are entitled to Western Australian public holidays, as notified in the *Government Gazette*.

10 Investigation and suspension

10.1 Power to suspend and investigate

If it is alleged that You have engaged in conduct of a type that would give the Local Government reason to terminate Your employment or if, in the reasonable opinion of the Council, the circumstances warrant, the Council may:

- (a) initiate an investigation under this clause; and/or
- (b) suspend You with pay under this clause.

10.2 Conduct of investigation

10.2.1 If the Council initiates an investigation:

- (a) the Council may appoint a person to conduct an investigation into the allegation or the relevant conduct or circumstances;
- (b) You must attend the offices of the Local Government or elsewhere and give information, explanation or other assistance to the person conducting the investigation, as directed by the Council; and
- (c) during the investigation, You must not attempt to contact an elected member, employee, customer, business partner or supplier of the Local Government, unless authorised or directed to do so by the Council.

10.2.2 Until the charge referred to in clause 10.1 has been determined, or during the whole or part of the investigation referred to in clause 10.2.1, the Council may suspend You with pay for a period:

- (a) that is in the sole discretion of the Council; and

- (b) during which the Local Government is not obliged to provide You with work.

11 Termination

11.1 Automatic termination at end of Term

Unless the Term is extended or terminated earlier in accordance with this Contract, Your employment must conclude on the Expiry Date, without the requirement for either party to give notice. You acknowledge and agree that, upon completion of the Term, You will not be entitled to receive any notice of termination (or payment in lieu) or any redundancy entitlements.

11.2 Termination during Probationary Period

During the Probationary Period, Your employment may be terminated by either You or the Local Government giving the other party one month's notice in writing.

11.3 Termination by the Local Government with notice

11.3.1 This clause does not apply to a termination of Your employment under clauses 11.1, 11.2 or 11.4.

11.3.2 Subject to clause 11.3.3, the Council may terminate Your employment at any time before the Expiry Date for any reason by giving You 6 months' written notice.

11.3.3 If the Council terminates Your employment under this clause for one of the following reasons, it may do so by providing you with 3 months' notice in writing and you will not be entitled to the notice period under clause 11.3.2:

- (a) the Guardianship and Administration Board makes a guardianship order in relation to You under section 43 or section 64 of the *Guardianship and Administration Act 1990* (WA); or
- (b) You fail to substantially measure up to and achieve the Performance Criteria and continue to do so for a period of 4 weeks after the Council gives You written notice of that failure and of the course of action which the Council wishes You to follow in order to address and correct that failure.

11.4 Termination by the Local Government without notice

The Council may summarily terminate Your employment at any time without notice and without making payment in lieu of notice if You engage in any misconduct during the term of your employment including, without limitation, You:

- (a) are guilty of any serious misconduct or wilful neglect in the performance of the Functions;
- (b) wilfully disobey any lawful and reasonable direction by the Council;
- (c) commit a serious or persistent breach of any of the provisions of this Contract;

- (d) are convicted of a serious criminal offence, or have been convicted of a 'serious local government offence' within the meaning of that term in section 2.22 of the Act;
- (e) fail to submit to a drug and alcohol test or co-operate with the administration of a drug and alcohol test or attend for work or perform the Functions while under the influence of drugs or alcohol;
- (f) breach the *Work Health and Safety Act 2020* (WA) or associated regulations;
- (g) cause the Local Government to conduct itself negligently in its dealings with its affairs;
- (h) behave dishonestly in Your dealings with the Local Government;
- (i) engage in conduct that amounts to either serious misconduct or a gross neglect of duty in accordance with the *Fair Work Regulations 2009* (Cth) or at common law.

11.5 Termination by You

- 11.5.1 After the Probationary Period, You may, for any reason, terminate Your employment at any time by giving 3 months' notice in writing to the President.
- 11.5.2 The period of notice may be varied by mutual agreement between the Council and You. In the event that You and the Council mutually agree to vary your notice period, you acknowledge and agree that the Local Government will not be required to pay the balance of your notice period in lieu.

11.6 Deductions and set-off

On the termination of Your employment, or expiry of the Term of this Contract, the Local Government may set-off any amounts that You owe the Local Government against any amount the Local Government owes You for any entitlements due, or alleged to be due, under this Contract or any other workplace instrument or workplace law as at the date of termination or expiry of this Contract.

11.7 Payment in lieu of notice period and duties during notice period

- 11.7.1 If You or the Local Government provides notice of termination of employment under this clause 11, the Local Government may, at its absolute discretion, provide You with payment in lieu of all or part of the required period. Payment in lieu of notice will be at your Remuneration.
- 11.7.2 During all or part of the notice period the Local Government may direct You to attend or not attend work and to perform or not perform all or some of Your usual duties and responsibilities.
- 11.7.3 A payment under this clause includes any and all other entitlements You may have in respect of termination of employment but does not include payment for leave accrued but not taken at the date of termination.

12 Confidential Information and return of property

- 12.1** On the termination of Your employment, or expiry of the Term, whichever occurs first, You must deliver up to the Local Government:
- (a) all Confidential Information (including copies) which may be in Your custody, possession or control and You must not keep or retain or make any copies (whether electronic or otherwise);
 - (b) all property of the Local Government including equipment, credit cards, keys, motor vehicles; and
 - (c) all documentation and copies of documentation of the Local Government, whether documented or digital, that is in Your custody, possession or control, which is not publicly available as at the date of termination.
- 12.2** Any Confidential Information that is contained on an electronic device provided to You by the Local Government must be retained and returned to the Local Government in accordance with Written Law.

13 Pre-employment representations

You:

- (a) acknowledge that in appointing You to the Position, the Local Government has relied on the information provided by You, or on Your behalf, regarding Your qualifications and experience in Your application for employment and related documents and at interview;
- (b) warrant the correctness of all such information provided;
- (c) understand that You may be subject to disciplinary action (including the termination of the Contract and/or Your employment) if You provide false or misleading information or fail to disclose information that is material to your appointment; and
- (d) may be subject to a penalty if You provide false information regarding Your qualifications.

14 Intellectual Property

You:

- (a) acknowledge and agree that all Intellectual Property is the exclusive property of the Local Government;
- (b) assign to the Local Government all future rights which may be acquired by You in relation to Your Intellectual Property so as to vest title in Your Intellectual Property in the Local Government absolutely;
- (c) must immediately deliver to the Local Government full particulars concerning the realisation or creation arising from the development of Your Intellectual Property;

- (d) must (whether during or after the Term and at the expense of the Local Government), execute all documents and undertake all such acts, matters and things as may be reasonably necessary to obtain registration or other legal protection of Your Intellectual Property on behalf of the Local Government and to give effect to the assignment in paragraph (b);
- (e) must, during the Term, maintain dated, legible records of all work performed in the study, assessment or development of Your Intellectual Property;
- (f) acknowledge that all the records referred to in paragraph (e) are the property of the Local Government; and
- (g) must, without limiting paragraphs (e) and (f), surrender and deliver up to the Local Government all passwords necessary to access the records where the records are in electronic form and all documentation necessary to understand software source code including:
 - (1) the names and versions of development tools;
 - (2) documentation describing the procedures for building/compiling, executing/using the software (technical notes, user guides);
 - (3) hard copy directory listings of the contents of any media containing the software;
 - (4) a list of retrieval commands; and
 - (5) archive hardware and operating system details.

15 Inconsistency and severance

15.1 Inconsistency: Workplace law

If there is any inconsistency between this Contract and any workplace law, the workplace law prevails but only to the extent of the inconsistency.

15.2 Inconsistency: Act

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

15.3 Inconsistency: Policies

If there is any inconsistency between this Contract and the Policies, this Contract prevails but only to the extent of the inconsistency. For the avoidance of doubt, the Policies are not intended to be contractual in nature.

15.4 Severance

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

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

15.5 Continuity of obligations after termination

Your obligations under clauses 12 and 14 of this Contract continue to operate after the termination of this Contract and Your employment, regardless of the circumstances in which the Contract and Your employment terminates.

16 Miscellaneous

16.1 Legal costs

Subject to any express provision in this Contract to the contrary, each party is to bear its own legal and other costs and expenses relating directly or indirectly to the preparation of this document.

16.2 Amendment

This Contract may be amended only by a document in writing duly executed by the parties.

16.3 Waiver and exercise of rights

- 16.3.1 A single or partial exercise or waiver of a right relating to this Contract is not to prevent any other exercise of that right or the exercise of any other right.
- 16.3.2 A party is not to be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 16.3.3 Failure or omission by the Local Government at any time to enforce or require strict or timely compliance with a provision of this Contract is not to affect or impair that provision in any way or the right of the Local Government to avail itself of the remedies it may have in respect of any breach of a provision.

16.4 Rights cumulative

Subject to any express provision in this Contract to the contrary, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

16.5 Governing law and jurisdiction

- 16.5.1 This Contract is governed by and is to be construed in accordance with the laws in force in Western Australia.
- 16.5.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

16.6 Contract personal and not to be assigned

This Contract is personal to the parties and is not capable of being assigned.

16.7 Entire understanding

16.7.1 This Contract embodies the entire understanding and agreement between the parties as to the subject matter of this Contract.

16.7.2 Except as referred to in clause 13, all previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Contract, are merged in and superseded by this Contract and are to be of no force or effect and no party is to be liable to any other party in respect of those matters.

16.7.3 No oral explanation or information provided by any party to another is:

- (a) to affect the meaning or interpretation of this Contract; or
- (b) to constitute any collateral agreement, warranty or understanding between any of the parties.

16.8 Notices

A notice or other document required or permitted to be given under this Contract may be given in any of the ways provided by sections 9.50 and 9.51 of the Act.

16.9 Counterparts

The Contract may be executed in counterparts each of which when executed is deemed to be an original and those counterparts executed together will constitute one instrument.

Schedule 1– Contract Details

Item	Subject	Details
1.	Date	[add day, month and year that this Contract is signed by Local Government]
2.	Your name	[add full name of employee]
3.	Your address	[add residential address of employee]
4.	Position	Chief Executive Officer (CEO)
5.	Nature of employment	[add full-time or part-time]
6.	Commencement Date	[add date of commencement of employment under this Contract]
7.	Term	[add the term of employment in years – cannot exceed 5 years]
8.	Expiry Date	[add the date that this Contract expires – day, month and year]
9.	Remuneration	Salary (cash component) \$[add] each year
		Superannuation [add]% \$[add] each year
		Total <u>\$[add]</u>
10.	Other Benefits	
11.	Housing	[insert address of house provided to the CEO]
12.	Out-of-office communication facilities	[add details]
13.	Initial Work Location	[add details]

Signing Page

EXECUTED by the parties

The **COMMON SEAL** of the Local Government)
was affixed by authority of a resolution of the)
Council in the presence of:)

President

CEO

President
(print)

Name of CEO
(print)

Signed by You

in the presence of:

Witness

Name of Witness

(print)

6. Please attach this form to the front of your application

SHIRE OF RAVENSTHORPE

PLEASE PRINT IN BLOCK LETTERS	
SURNAME:	
GIVEN NAMES:	
ADDRESS:	
EMAIL:	
CONTACT NUMBERS:	
POSITION APPLIED FOR:	CHIEF EXECUTIVE OFFICER

7. Declaration Authorisation and Waiver

SHIRE OF RAVENSTHORPE

APPLICATION FOR POSITION OF CEO DECLARATION, AUTHORISATION AND WAIVER

I certify that all the information contained in this application and supporting information is, to the best of my knowledge and belief, true and accurate in every detail.

I understand that the Council reserves the right to verify all information in the application and that false or misleading information will be sufficient reason for my rejection as an applicant or my dismissal if appointed.

I authorise the Council or its agents to make whatever background checks are considered necessary or desirable in order to satisfy itself of my suitability for the position and to check any information contained in my application for supporting information.

I also accept that any information obtained from any background check is strictly confidential and, subject to Freedom of Information provisions, I undertake not to seek any access or information concerning such checks.

NB: The Council undertakes that any information obtained during any background check will only be used for the purpose of verifying information contained in the application and determining the applicants' suitability for the position. Any information obtained will be treated as strictly confidential by Council and its agents and will only be made available to the selection Committee/Council at the time, and for the purpose, of selecting the suitable applicant.

Signature of Applicant:

Date: