



Information for Intending Applicants

Position of Manager of Finance

January 2018

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About Wiluna: The Shire of Wiluna is a district comprising 182,156 square kilometres of predominantly desert and pastoral country which is situated deep in the beautiful but rugged the Murchison goldfields subregion of the boom state of Western Australia. As one of the more isolated local governments in the State, the Shire faces unique challenges and opportunities.

The main industries are pastoralism (cattle), mining, tourism (mainly self-drive tourism), and government and non-government services.

The Shire administration is based in the township of Wiluna, which is situated on the Goldfields Highway about 833kms from Perth as the crow flies (950kms or 1,125kms by road, depending on the route) and 533km from Kalgoorlie. Wiluna sits on the edge of the Western Desert and has a population of around 200 people, predominantly of Aboriginal descent.

Tourism features include:

-) The starting points of the Canning Stock Route and the Gunbarrel Highway - two great outback adventures for four-wheel drive enthusiasts.
-) Wiluna Walk Trails
-) Tjurkurba Art Gallery – see the display of historic photos and unique paintings by Wiluna’s Aboriginal Martu artists who frequent the Gallery workshop, producing high-quality paintings for sale.
-) The *Last of the Nomads* statue, the town’s tribute to Warri (1909-1979) and Yatungka (1917-1979), believed to be the last desert nomads leading a traditional lifestyle.
-) A graceful Old Hospital (currently being refurbished as the *Canning Stock Route and Gunbarrel Highway Interpretive Centre*), the birthplace of many local Martu people - and former Governor-General, Major General Micheal Jeffery.
-) Red Hill Lookout – a rocky rise just 1200 metres south of the town which gives wonderful views over Wiluna across to the gold mine.
-) Wanjarri Nature Reserve, approximately 100kms south of the town, which contains a variety of flora and fauna including over 100 different species of birds have been documented in the Reserve.
-) North Pool – a delightful rock hole that is located approximately 20km from Wiluna town centre.

The Shire of Wiluna is rich in mineral resources including gold, iron ore, lead, uranium, and nickel. Mining is a very cyclical industry, with production depending very much on demand and price. Mining production within the Shire of Wiluna is estimated to have been worth \$2.4bn in 2012/2013.

In addition to many working mines, the area has a significant mining heritage and some prospectors are still finding gold around the area.

The town has a general store and post office, a primary school, a well-staffed police station, a café, and a medical centre. There is free-to-air FM radio broadcasting as well as numerous free-to-air television channels available via the VAST satellite system.

Pay TV is also available to subscribers, as is high-speed ADSL internet access. Mobile telephony is available via Telstra's Next G network.

The Shire of Wiluna is an area of low rainfall and extreme temperatures. The mean rainfall for Wiluna is 250mm (10 inches) per annum, although high rainfall is possible at any given time. The daily temperature can vary from highs of well over 40 degrees in the summer months to nightly lows in the winter months below zero.

Although Wiluna is undeniably small and remote, it is really a very liveable town offering good lifestyle opportunities.

The Shire: The Shire is going through a period of rebuilding – both in terms of the premises and of the management team.

There is not currently a Shire Office – the administration is working out of a house that has been commandeered for the purpose (while the Shire's previous premises is being refurbished as the *Canning Stock Route and Gunbarrel Highway Interpretive Centre*). It is intended that the Shire will occupy a new Administration Centre before the end of 2017.

The Acting CEO has been on board since November 2016 and the Acting Deputy CEO commenced on 30 January 2017. Both are very experienced local government officers who will support all the other managers in their positions. The management team works on a collegial basis.

The staff is very small and very friendly (ie. It is a happy workplace). It is intended to expand the number of staff as more housing becomes available. The staff have recently formed a social club.

The Shire fully supports the following concepts and legislative requirements:

- Equal Opportunities,
- Occupational Safety and Health (OSH),
- Providing a Safe and Supportive work environment with positive Cultural Values.

All current and future employees of the Shire are also expected to adhere to the concepts and legislations of the above items.

There are regular staff meetings, and all employees are expected to work within the following corporate values and display the following behaviours:

-) **Respect:** Treat others with consideration and courtesy. Encourage and acknowledge effort and initiative. Believe in the ability of others. Recognise and encourage diversity.
-) **Openness:** Share information and ideas. Listen and provide feedback. Only talk positively about others. Take responsibility for own actions.
-) **Leadership:** Involve staff in decision-making. Communicate plans and objectives. Encourage learning and personal development. Lead by example.
-) **Excellence:** Strive to learn. Actively seek and evaluate new ways of doing things. Encourage awareness of our Stakeholders. Actively support a team environment.

The Accounting/Finance Team: The existing finance officers who undertake such functions as rates, debtors, creditors, and payroll are very willing and a pleasure to work with. Some have many years of experience and they are quite proficient.

However, there has been some underinvestment in training in the past and some training needs have been identified. The current senior management is committed to providing training where required and it is anticipated that the team will respond well.

The Position: Reporting directly to the Deputy CEO, this position would ideally suit an experienced local government Accountant.

More details about the position, including the selection criteria, are included in the position description which is appended at page 7 of this information pack. The selection criteria are at page 12.

Remuneration: To attract applicants of the calibre that we require, a remuneration package in the range \$111,435 - \$145,935 (including cash in the range \$84,300 - \$114,300) will be negotiated with the successful applicant.

Applications:

Applications will close at **4pm (Perth Time) on Friday, 2 March 2018.**

Applications should contain the following information:

1. Your full name and date and place of birth.
2. Your address and telephone numbers and/or other contact details.
3. Details of your qualifications (including the year each qualification was completed).
4. A summary showing all relevant employment history, and all employment history for the past 10 years.
5. Your reasons for applying for the position.
6. Your claim for the position; in this section you must address each of the selection criteria as shown on page 13 of this document, explaining how and to what extent you meet them. The selection criteria are listed in the Position Description attached to this information pack.
7. A copy of a Police Clearance issued within the past 3 months.
8. Any other matter you wish to mention in support of your application. This may include (but is not limited to) relevant personal interests, membership of relevant professional associations, or achievements in voluntary work or associations.
9. The names and contact details of not less than three referees to whom enquiries will be made.
10. You may include copies of written testimonials if you wish. If you do, we may contact the issuers.

In addition to the documents set out above, each applicant is required to submit with their application a signed copy of the ***Declaration, Authorisation and Waiver*** which is on page 5 of this document.

Only Online Applications will be accepted

To submit your application, please visit the following web-page:

www.applynow.net.au/job96459

Selection and Appointment Process:

The Shire reserves the right to require shortlisted applicants to participate in tests if considered necessary to assess the extent to which they meet specific selection criteria.

Final interviews will be held in Wiluna on a date yet to be determined..

Police Clearance and Medical Examination Required

A recent *Police Clearance* (issued within the last 3 months) should be provided with your application.

Short-listed applicants will be required to undergo a medical examination (at the Shire's expense) in Wiluna during their visit to the town for selection interview.

Probationary Appointment

The successful applicant will be appointed on a probationary basis for the first six months.

This form must be printed, signed, scanned and submitted with your application

DECLARATION, AUTHORISATION, AND WAIVER

I certify that:

-) the information contained in this application and the supporting documentation is, to the best of my knowledge and belief, true and accurate in every detail.
-) I understand that the Shire of Wiluna reserves the right to verify all information in the application and that any materially false or misleading information will be sufficient reason for my rejection as an applicant, or my dismissal if employed.

I authorise the Council, or its appointed 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 the veracity of any information contained in my application or supporting information.

I also acknowledge that any information obtained from any background or reference checks is confidential and I undertake not to seek any access or information concerning such checks.

Signature of Applicant

Date

<p>Note. 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 applicant's suitability for the position. Any such information obtained will be treated as strictly confidential and will only be made available to the selection committee at the time, and for the purpose, of selecting the suitable applicant.</p>

APPENDICES

FINANCE OF MANAGER

**A great career opportunity
for an Accountant
with the “right stuff”**

**Shire OF
Wiluna**



The Shire of Wiluna has an opportunity for an experienced local government accountant to join its small friendly staff and to lead its accounting team.

Located where the Canning Stock Route meets the Gunbarrel Highway in the remote Murchison goldfields region of Western Australia, the Shire of Wiluna covers 182,156 km² of mining and pastoral land and also has good agricultural and service industry opportunities.

There are regular public transport flights from Perth three days per week and a direct sealed road link to Kalgoorlie.

The Shire has a small friendly staff and a management team that operates on a collegial basis.

The duties of the position will include regular bank reconciliations, producing the annual budgets and budget reviews, producing the monthly and annual financial statements, and overseeing the staff who perform the rates, debtors, creditors and payroll functions.

You will be well supported by an experienced Deputy CEO, and by an experienced CEO who is also an accountant.

The Shire will negotiate an attractive package (including free housing) with the successful applicant, commensurate with qualifications and experience.

Prospective applicants should first download an information pack from www.applynow.net.au/job96459

Further queries can be directed to Warren Olsen (dceo@wiluna.wa.gov.au) or Colin Bastow, both of whom can be contacted on (08) 9981 8000.

Applications will close at 4pm on Friday, 2 March 2018

POSITION DESCRIPTION



JOB OUTLINE

POSITION TITLE Manager of Finance	DIVISION/GROUP Corporate and Community Services	DELEGATED AUTHORITY Purchasing of items up to \$1,000 (Conditions Apply)	AUTHORISED BY Chief Executive Officer DATE: 9 Jan 2018
REPORTS TO Deputy Chief Executive Officer	POSITIONS REPORTING TO THIS ONE) Senior Finance Officer, and) Finance Officer	SPECIAL CONDITIONS) 3-year contract term.	

POSITION DESCRIPTION



JOB OUTLINE

ROLE RESPONSIBILITY	WHAT SUCCESS WILL LOOK LIKE (Broad)
<ul style="list-style-type: none"> J Manager the Day to Day activities of the Finance Team. J Ensure the Bank Reconciliations and monthly balancing is completed before the 7th day of the following month. J Ensure all new and deleted assets are entered or removed from the Asset Register on a monthly basis. J Ensure the annual revaluation of assets to current Fair Value is done on a timely basis and does not delay the annual audit. J Liaise with the Shire Auditor as required. J Make recommendations to the Deputy Chief Executive Officer with regard to any changes of accounting policies, chart of accounts etc. J Prepare the Monthly Statement of Financial Activity before the 8th day of the following month. J Ensure the Fortnightly Payroll is completed in a timely manner. J Ensure the Creditor payments are paid on a regular and timely manner and that invoices are not misplaced. J Ensure Debtor Invoices are raised on a regular and timely manner. J Ensure all liabilities accounts are reconciled monthly. J Prepare the Monthly Business Activity Statement (BAS) before their due date. J Prepare the annual Fringe Benefit Tax (FBT) return before the due date. J Ensure purchase order costing have been allocated to the correct accounts. J Review outstanding purchase orders on a regular basis to ensure cancelled or paid purchase orders are removed from SynergySoft. J Undertake training of Shire staff in the use of SynergySoft including GL/Job Enquiries and purchase orders. J Train and monitor Finance Staff as required. J Ensure staff compliance with their delegated purchasing limits. Report any non-compliance to the Deputy Chief Executive Officer. J Ensure all Finance Staff work in an efficient and effective manner. J Monitor overhead and plant operations cost charge out rates. 	<ul style="list-style-type: none"> J Ensure the Shire maintains a positive Cash Flow. J Preparation of Monthly and Annual Finance Reports are prepared on time on a regular basis. J Have the Annual Budget prepared and presented to Council for their consideration before the 31st July each year. J Have the Annual Financial Report to the Shire Auditor before the 31st August each year. J Annual Financial Report is audited in a timely manner with the Shire receiving an unqualified audit report. J Ensure the Annual Budget Review is completed before the 28th February each year. J Ensure the Finance team operate in an effective and efficient manner. J Debts are promptly invoiced, and outstanding debts are promptly referred to our debt collection agency for collection. J Grant acquittals are completed on time. J Returns/submissions are prepared and submitted on time e.g. Annual Grants Commission Return. J Payments are made to creditors on time (ie. within their terms of trade) e.g. Sundry Creditor, Loan Repayments etc. J Accurate cashflow projections are prepared to facilitate maximisation of the Shire's interest revenue through optimal investment of surplus funds.

JOB OUTLINE

- 1) **Ensure the ability to produce timely and meaning financial reports.**
- 2) **Ensure the Shire's financial data base is balanced/reconciled monthly.**
- 3) **Prepare annual financial reports and annual reports in a timely manner.**
- 4) **Prepare the Shire's annual budget in a timely manner.**
- 5) **Mentor and train financial staff.**
- 6) **Train Shire staff in the use of SynergySoft.**
- 7) **Ensure the finance team operates in an effective and efficient manner.**
- 8) **Liaise with the Shire Auditor.**
- 9) **Progress grant acquittals.**
- 10) **Prepare and submit annual returns.**
- 11) **Recommend the development and amendment of financial based policies.**
- 12) **Monitor compliance of financial policies and delegations.**
- 13) **Ensure only current purchase orders are showing as outstanding in SynergySoft.**

Employee

Manager

CEO

POSITION DESCRIPTION

KEY ACCOUNTABILITIES

Key Accountability	Weighting (%)	Key Performance Indicators/Standards/Targets	Measures
Performance	30%	<ul style="list-style-type: none">) Accurate budgets, financial statements, budget reviews, etc are prepared in a timely manner.) All accounting functions are performed regularly in accordance with the required cycles.) Payroll and non-payroll creditors are accurately and promptly paid.) Rate and non-rate debtors are promptly invoiced and all debts are collected in a prompt and efficient manner.) Recoveries and allocations are monitored to ensure that plant costs are being fully recovered and administration costs, public works overheads etc are being fully allocated. 	<ul style="list-style-type: none">) Monthly financial activity statements are prepared by the 8th day of the following month.) Annual Financial Statements are accurately prepared and lodged with the Shire's Auditor by August 31st.) Annual budget is prepared and presented to the Council by 31st July each year.) Annual budget review is completed by 28th February each year.) The fixed asset register is maintained up-to-date, including acquisitions, disposals and revaluations.) All revenue and expenditure is accurately charged to the correct allocation numbers.) Bad debts and debt write-offs are minimised.) Plant costs are fully recovered and costs are fully allocated as required.

POSITION DESCRIPTION

KEY ACCOUNTABILITIES

Key Accountability	Weighting (%)	Key Performance Indicators/Standards/Targets	Measures
Teamwork	20%	<ul style="list-style-type: none">) Work collaboratively with other Shire staff.) Maintain a willingness to work with others in a productive and meaningful manner.) Records are kept in accordance with the Shire's approved Record Keeping Plan and directives from the CEO. 	<ul style="list-style-type: none">) Assessed via observations of your line manager and comments from your peers.) Records relating to the accounting section/function are kept as required and are able to be located and retrieved when required.
Service Delivery	30%	<ul style="list-style-type: none">) Managers are provided with the information they need to perform their functions and make well-informed decisions. 	<ul style="list-style-type: none">) The general ledger and subsidiary ledgers are structured and maintained to facilitate easy recovery of information required for grant reporting and acquittals, completion of statistical and other returns, and for management decision-making.) Managers are regularly provided with the reports required to monitor budget performance in their areas.) Purchase orders are reviewed, and where appropriate are purged from the system.) Non-conformances with our procedures (eg. Purchasing procedures) are promptly reported to the Deputy CEO or CEO

POSITION DESCRIPTION

KEY ACCOUNTABILITIES

Key Accountability	Weighting (%)	Key Performance Indicators/Standards/Targets	Measures
Compliance	20%	<ul style="list-style-type: none">) Ensure events/activities are organised and operated within budget.) Ensure your staff's wages and salaries do not exceed budget allocations without appropriate approval.) Ensure you operating in compliance with the Shire's Occupational Safety & Health (OSH) policies and procedures.) Ensure compliance to the Shire's Record Keeping Plan (RKP).) Ensure compliance to the Shire's Code of Conduct and Corporate Values.) Ensure compliance to Shire Policies and CEO Directives. 	<ul style="list-style-type: none">) Review actual income and expenditure to budget allocations.) OSH compliance.) RKP compliance.) Compliance to the Shire's Code of Conduct and Corporate Values.) Compliance to Shire's policy manual and CEO Directives.

POSITION DESCRIPTION

TECHNICAL /FUNCTIONAL REQUIREMENTS

(Selection Criteria)

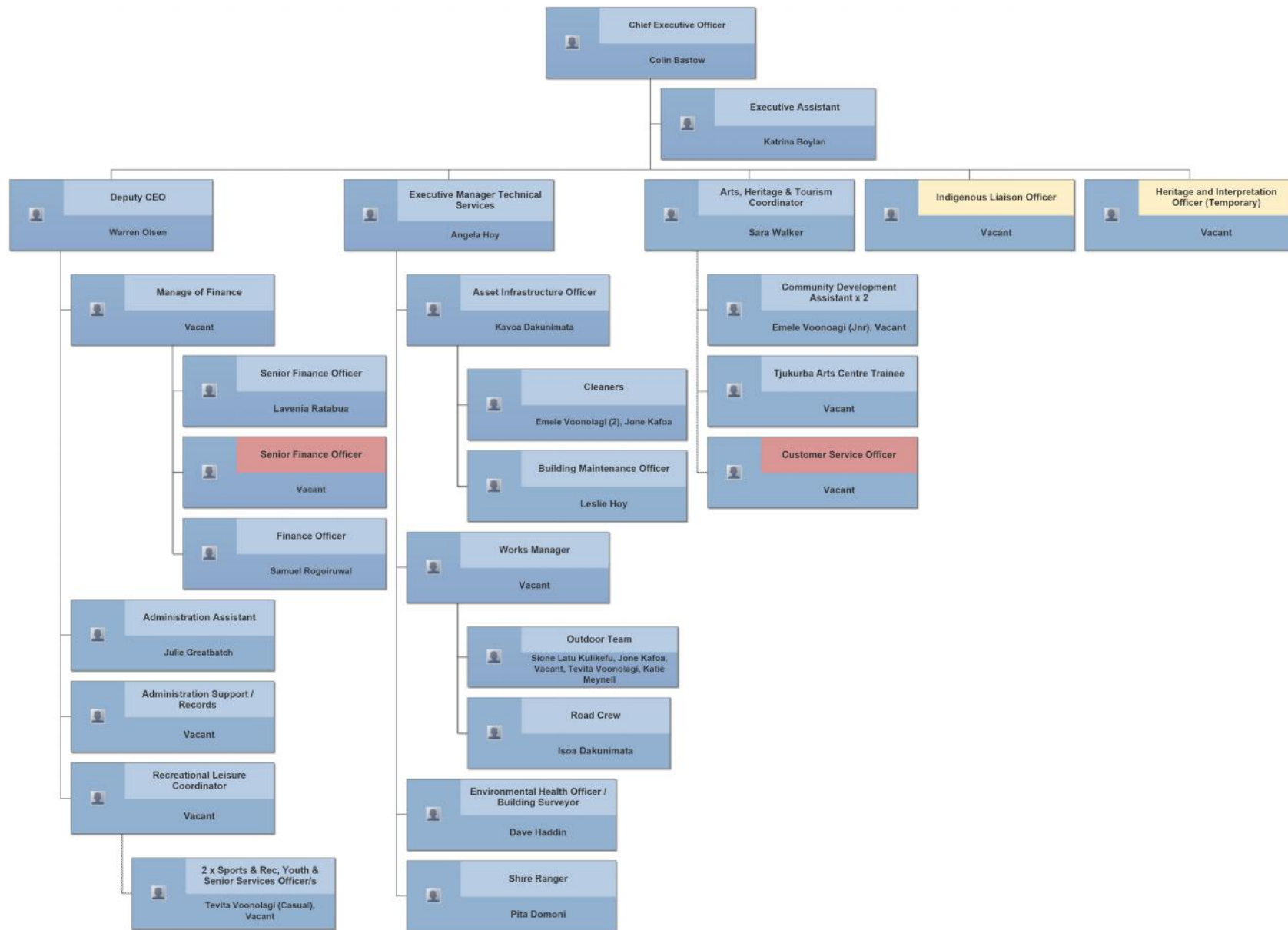
QUALIFICATIONS/CERTIFICATES	TECHNICAL AND SPECIALIST SKILLS/ KNOWLEDGE/EXPERIENCE	CONTACTS/WORKING RELATIONSHIPS
<p>Required:</p> <ul style="list-style-type: none">) Driver Licence class C) Police Clearance.) Medical Certificate. <p>Desirable:</p> <ul style="list-style-type: none">) Bachelor of Business Degree or other appropriate accounting qualification. 	<p>Required:</p> <ul style="list-style-type: none">) Ability to work in a team environment.) Well-developed interpersonal skills) Well-development writing skills) Well-developed understanding of OSH principal and procedures.) Have a “can do” attitude.) Knowledge of Australian Accounting Standards as they apply to local governments.) Proven track record in local government book-keeping. <p>Desirable:</p> <ul style="list-style-type: none">) Knowledge of local government financial operations. 	<ul style="list-style-type: none">) Shire Staff) Government Agencies) Creditors) Debtors) Ratepayers

POSITION DESCRIPTION

BEHAVIOURAL COMPETENCIES

BEHAVIOURAL COMPETENCIES	REQUIRED (yes/no)	PRIORITY (H,M,L)	WEIGHTING
Conceptual Thinking – Considers how things fit together. Sees patterns or trends, makes the complex simple.	Y	M	
Acting Decisively - Takes action despite obstacles. Makes decisions quickly and in a crisis.	Y	M	5
Strategic Orientation – Understands, contributes to and aligns work/priorities to strategic business strategies.	Y	M	5
Focus on Improvement – Sets and works to meet stretching goals. Makes improvements to systems and own work methods.	Y	H	10
Impact and Influence – Knows own impact and able to persuade others and build alliances.	Y	L	
Customer Service Orientation - Takes personal responsibility for customer satisfaction. Addresses customer needs.	Y	H	15
Leadership – Promotes team effectiveness. Facilitates involvement, removes roadblocks and shares a compelling vision.	Y	M	15
Developing and Coaching Others – Gives guidance and feedback. Creates development opportunities and helps others to grow and develop.	Y	M	10
Self-Management – Knows own reactions and feelings, able to respond calmly and manage stress effectively, operates with honesty and integrity..	Y	H	15
Teamwork and Co-operation – Co-operates and participates positively in the team. Values and encourages others input.	Y	H	15
Commercial Acumen - Understands key business drivers and market place. Able to anticipate trends. Seeks to broaden own knowledge.	N		
Flexibility – Looks for alternatives, tries new methods, learns new skills and takes on different roles.	Y	H	10

Shire of Wiluna – Draft Organisation Chart



EMPLOYMENT CONTRACT

THIS CONTRACT is made the day of 2018.

THIS CONTRACT is made between the Shire of Wiluna at Unit 5 Scotia Street Wiluna Western Australia (“the **Shire**”)

AND

(“the **Employee**”)

OF

RECITAL

The parties have agreed that the Shire will employ the Employee in the Position upon the terms and conditions set out in this document.

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Contract:

- 1.1** “**Act**” means the *Local Government Act 1995*;
- 1.2** “**CEO**” means the Chief Executive Officer of the Shire of Wiluna;
- 1.3** “**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 Shire or any undertaking from time to time carried out by the Shire.
- 1.4** “**Council**” means the Council (as defined in the s1.4 of the Act) of the Shire of Wiluna;
- 1.5** “**Industrial Action**” includes but is not limited to any strike, ban, refusal to work as directed, picket, boycott or other act or omission by the Employee done with the intention of causing the work of the Employee, or other Employees of the Shire to cease, interfere with or interrupt the continuous supply and flow of labour and services.
- 1.6** “**Industrial Relations Law**” means:
 - 1.6.1 The *Local Government Officers’ (Western Australia) Interim Award 2011* (State); and
 - 1.6.2 Any other workplace law of the State or Commonwealth which affects the subject matter of this document.
- 1.7** “**Key Result Areas**” as defined in Appendix 2 to this Contract.
- 1.8** “**Long Service Leave Regulations**” means the Shire (Long Service Leave) Regulations.
- 1.9** “**Position**” means the office or position defined in subclause 2.1.
- 1.10** “**Position Description**” means Appendix 1 to this Contract, as amended from time to time.
- 1.11** “**Remuneration Package**” means the total of the remuneration package specified in Clause 5.
- 1.12** “**Superannuation Regulations**” includes the Trust Deed of the WA Local Government Superannuation Plan.
- 1.13** “**Term**” means, subject to Clause 9, the term specified in subclause 2.1.

2. CONTRACT TERM

2.1 Term

- 2.1.1 Subject to the terms and conditions of this Contract the Shire shall employ the Employee as the **Manager of Finance**, for the term of three (3) years, commencing on the 2018 and expiring on the 2021.
- 2.1.2 The first six months of this contract shall be a probationary period of employment. The Shire may extend the probation for a further three months if in the CEO's opinion the employee did not demonstrate during the first period of probation their suitability for the position.

2.2 Further Contracts

There is no compulsion on either the Shire or the Employee to agree to a new Contract, however the Chief Executive Officer shall invite the Employee in writing not later than six months prior to the expiry of the Term to discuss the possibility of the parties entering into a new Contract for a further term with the intent of finalising those discussions not later than three months prior to the expiry of the Term.

3. EMPLOYEE DUTIES

3.1 Duties

The Employee shall:

- 3.1.1 exercise such powers and carry out such duties and functions as are set out in the Position Description as varied from time to time, and Key Result Areas as agreed during appraisals;
- 3.1.2 use all skill and knowledge towards achieving objectives set out in Key Result Areas established on at least an annual basis;
- 3.1.3 be ready, willing and able to fulfil all aspects of their contract of employment in a professional manner;
- 3.1.4 provide complete, accurate and timely advice after considering all available and appropriate information;
- 3.1.5 work such reasonable hours as are necessary to carry out the responsibilities of the Position as set out in the Position Description (see Appendix 1). The agreed salary takes into account the requirement to attend Council meetings or work in excess of the standard number of ordinary hours and therefore no overtime payments will be made.

3.2 Employee's Agreements with the Shire: General

The Employee agrees with the Shire that they must:

- 3.2.1 observe and carry out all lawful directions given from time to time by the Chief Executive Officer, in relation to the performance of the Employee's obligations under this Contract;
- 3.2.2 comply with all of the Shire's adopted Policies, including Code of Conduct pursuant to s5.103 of the Act;
- 3.2.3 comply with and observe the provisions of all Acts (including the Act), statutes, local laws and Long Service Leave Regulations, Superannuation Regulations which are in force and which relate to the performance of the Employee's obligations under this Contract;

- 3.2.4 unless absent on leave as provided in this Contract or through illness or involuntary injury, devote substantially the whole of their professional attention, time and energies, to their employment and will not undertake any other employment or remunerative work, which could in any way impinge upon, detract from, interfere with or otherwise restrict their ability to effectively and efficiently carry out their Shire duties and responsibilities.
- 3.2.5 not have any direct or indirect pecuniary interest in any business, partnership, corporation, club, organisation or group that would in any way compromise the performance of the Employee's obligations under this Contract, unless a disclosure of that interest has been made to the Chief Executive Officer and the Employee has complied with the directions and statutory requirements of the Act and the Chief Executive Officer in respect of that interest;
- 3.2.6 not hold any position, unless approved by the Chief Executive Officer, for reward or non-reward which may in any way be seen to conflict with the Employee's obligations under this Contract;
- 3.2.7 guarantee supply of labour and continuity of services. The Employee recognises the importance of the Shire being able to guarantee the supply of labour necessary for the delivery of services to its clients. Therefore, the Employee undertakes for the term of this Contract not to engage in any Industrial Action whatsoever;
- 3.2.8 not be on Shire premises or be involved in any operation of the business while in any way influenced by illicit drugs or any other substances which may impair their performance; and
- 3.2.9 not make any application either personally or by a closely associated person for any building or development approvals, other than that relating to the Employee's own home, or with the consent of Chief Executive Officer.

3.3 Employee's Duty of Confidentiality

The Employee covenants and agrees that he/she will not during and after the term of this Contract make use of or disclose any confidential or sensitive information or divulge the affairs of Shire knowledge of which is gained in the course of his/her employment with the Shire, except as far as

- 3.3.1 it may be necessary or required in connection with the proper performance of the Employee's obligations and duties to the Shire;
- 3.3.2 the Chief Executive Officer may, from time to time in writing direct or authorise the Employee to divulge or reveal; or
- 3.3.3 if otherwise required by the courts or legislation.

Nothing in this subclause shall have the effect of preventing the Employee from making to the Corruption and Crime Commission of WA any allegation referred to in the *Corruption and Crime Commission Act 2003*.

3.4 Employee's Duty of Fidelity

The Employee undertakes to be a capable and loyal Employee, acting at all times in the best interests of the Shire, and to ensure that the Employee's actions do not bring the Shire into disrepute or cause damage.

4. PERFORMANCE DEVELOPMENT AND REVIEW

4.1 Adherence to Key Result Areas

The Employee agrees with the Chief Executive Officer that the Employee must, in performing the Employee's obligations under this Contract, use every reasonable endeavour to achieve the agreed Key Result Areas.

4.2 Performance Reviews

The Employee's performance pursuant to this Contract shall be reviewed by the Chief Executive Officer annually during the Term and more frequently if the Chief Executive Officer or the Employee perceives that there is a need to do so.

The Chief Executive Officer shall give the Employee reasonable notice in writing that a performance review is to be conducted to enable the Employee sufficient time to prepare.

4.2.1 A report should be prepared to describe the assessment developed during the performance review, changes to be made, special tasks to be done, or decisions to follow as a result of the review.

4.2.2 Key Result Areas will be developed for each 12-month period. Key Result Areas should not be developed to cover all aspects of the position, only those which are most clearly linked to the achievement of the Shire's strategic objectives. It is important that these goals are tangible and measurable and within the Employee's area of control and authority.

5. REMUNERATION PACKAGE

5.1 Remuneration

The Employee shall be entitled to a total remuneration package of \$ per annum, which takes into account:

-) the requirement to attend Council meetings;
-) an acknowledgement that the position is measured on performance and not on the number of hours worked; and
-) all additional loadings and allowances (including leave loading).

The components representing the remuneration package shall be:

5.1.1	Salary (cash component) per annum
5.1.2	Superannuation (statutory – currently 9.5%)per annum
5.1.3	*Superannuation (matching – subject to employee contributions) 5%per annum
5.1.4	* Airfare Allowance (non-cumulative)per annum
5.1.5	** Housing Rental Allowance (as per Shire Policy)per annum
5.1.6	* Housing Utilities (as per Shire Policy)per annum
5.1.7	** Gym Membership	\$ 190.00 per annum

The remuneration package shall be reviewed annually by Chief Executive Officer.

* Payable in cash in fortnightly instalments

** Allowances are subject to change if Council amends specific Shire policies.

5.2 Salary (Cash Component)

The Employee's salary shall be payable fortnightly, in arrears to a bank account nominated by the Employee.

5.4 Superannuation

- 5.4.1 The Shire will make superannuation contributions (as defined in the *Superannuation Guarantee Administration Act 1992* and the *Superannuation Guarantee Charge Act 1992*) during the term of the Contract of 14.5%, which includes superannuation guarantee contributions, of the Employee's salary as per subclause 5.1.1 providing the Employee makes voluntary contributions of 5% or more.
- 5.4.2 At the request of the Employee, the Shire may from time to time vary the amount of the Employee's contributions towards superannuation by way of salary sacrifice and any variation will result in a lower cash component being paid.
- 5.4.3 All contributions by way of superannuation must be paid by the Shire in accordance with the Act and any other law but the Employee shall be permitted to have superannuation contributions paid by the Shire into a superannuation fund of the Employee's choice where permitted under the Trust Deed of the WA Local Government Superannuation Plan.
- 5.4.4 In the case of any conflict between the Commonwealth Superannuation Legislation and the trust deed of the WA Local Government Superannuation Plan, the Commonwealth Superannuation Legislation will prevail.

5.5 Fringe Benefit Tax

The Shire 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 Shire business by way of functions or travelling.

5.6 Staff Housing

- 5.6.1 Staff housing will be provided to the Employee on the basis of continued employment with the Shire.
- 5.6.2 Staff housing should be returned to the Shire in a clean and tidy state within two weeks of the Employees termination of employment.
- 5.6.3 The Shire commits to undertake periodic maintenance, and upgrades to the property to ensure it remains in a suitable living condition.
- 5.6.4 The Employee agrees to maintain the property at an appropriate level. This shall include upkeep of the tidiness, garden maintenance and cleanliness of the property.
- 5.6.5 The Employee requires the approval of the Chief Executive Officer prior to making any alterations to the property, including any painting or garden modifications.
- 5.6.6 Failure by the Employee to maintain the property at an appropriate level may result in loss of subsidised rental and/or utility allowance.

5.7 Housing Relocation Allowance

The Chief Executive Officer may offer a relocation allowance.

6. LEAVE ENTITLEMENTS

Leave entitlement shall be provided in accordance with the Local Government Officers' (Western Australia) Interim Award 2011, as summarised below:

6.1 Annual Leave

The Employee is entitled to four weeks paid annual leave each year, to be taken during agreed periods. The Shire may also direct the Employee to take annual leave if their accrual is over 30 days' entitlement.

6.2 Long service leave

The long service leave accrued by the Employee shall be in accordance with the Shire (Long Service Leave) Regulations.

6.3 Personal leave

- 6.3.1 Paid personal leave is available to the Employee when they are 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 Employee's care and support (carer's leave); or
 -) for an unexpected emergency affecting an immediate family or household member; or
 -) because of the serious illness, injury or death of an immediate family or household member (bereavement leave).
- 6.3.2 The amount of personal leave to which the Employee is entitled depends on how long they have worked for the Shire and shall accrue as follows:
-) On commencement 10 days
 -) On commencement of 2nd and 3rd years of continued service 10 days
 -) On commencement of 4th and subsequent years 12 days
- 6.3.3 The Employee is entitled to use up to two days' personal leave as non-cumulative paid bereavement leave on any occasion on which a member of the Employee's immediate family or household:
-) contracts or develops a personal illness that poses a serious threat to his or her life; or
 -) sustains a personal injury that poses a serious threat to his or her life; or
 -) dies.
- 6.3.4 The Employee is entitled to use up to two weeks' personal leave each year to care for members of his or her immediate family or household who are sick and require care and support or for an unexpected emergency affecting an immediate family or household member. This entitlement is subject to the Employee being responsible for the care and support of the person concerned.

6.4 Parental leave

- 6.4.1 Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available if the Employee has been employed for a 12-month period or more immediately preceding the commencement of the leave.
- 6.4.2 The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period (with the ability to request an additional 52 weeks). Personal leave is not available and no leave entitlements accrue during the period of Parental Leave.
- 6.4.3 The Employee may take any other forms of paid leave to which he/she is 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 Employee's spouse. Paternity Leave cannot normally be taken while the Employee's spouse is on maternity leave.

6.5 Study Leave

The Employee is entitled to reasonable study leave by agreement with the Chief Executive Officer.

6.6 Public Holidays

The Employee shall be entitled to the following public holidays; New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day; and Foundation Day.

7. SUSPENSION

If at any time the Employee is charged with any criminal offence, or in such other serious matter, the Shire may suspend the Employee from duty while the matter is investigated if deemed necessary by the Shire.

8. TERMINATION OF EMPLOYMENT

8.1 Automatic Termination at End of Fixed Term

The employment of the Employee shall, unless a new contract is agreed in accordance with Clause 2.2 of this contract, terminate on the expiry date specified in subclause 2.1 of this document without the requirement of either party giving notice.

8.2 Termination by the Shire: Employee's Default

8.2.1 The Shire may terminate the employment of the Employee on a date specified by the Shire prior to the Termination Date by one months' notice in writing or payment in lieu of salary at the discretion of the Chief Executive Officer if:

- 8.2.1(a) the Employee commits a persistent breach of any of the provisions or terms of this Contract;
- 8.2.1(b) the Employee becomes incapacitated by injury or illness from discharging in full any of the responsibilities and obligations which the Employee is required to fulfil under this Contract for an aggregate period of more than 90 days in any periods of 12 consecutive months during the Term and this period shall not include any accumulated leave; or
- 8.2.1(c) the Employee substantially fails to meet any Key Result Areas or carry out their duties and continues to do so for a period of 28 days after the Chief Executive Officer serves on the Employee written notice of that failure and of the course of action which the Chief Executive Officer wishes the Employee to follow in order to address and correct that failure.

8.3 Termination by the Shire: Any Reason

- 8.3.1 The Shire may terminate the employment of the Employee on a date specified by the Shire prior to the Termination Date by three months' notice in writing or payment in lieu of salary at the discretion of the Chief Executive Officer.
- 8.3.2 'Any Reason' may include, but not be limited to, the abolition of the Employee's nominal position, the inability of the Employee to fulfil the requirements of the position in a manner deemed necessary by the Chief Executive Officer or frustration of the contract generally.

8.4 Termination by the Shire: Summarily

- 8.4.1 The Shire may terminate the employment of the Employee in writing with or without notice if:
 - 8.4.1(a) the Employee commits any wilful or grave misconduct or wilful neglect in the discharge of the Employee's responsibilities or obligations under this Contract;
 - 8.4.1(b) the Employee wilfully disobeys any reasonable and lawful order or direction by the Chief Executive Officer;
 - 8.4.1(c) the Employee commits a serious breach of any of the provisions or terms of this Contract; or

8.4.1(d) the Employee is convicted and under sentence for a crime or has been convicted of a serious Shire offence within the meaning of Section 2.22 of the Act.

8.5 Termination by Employee: Shire's Default

The Employee (without prejudice to any other rights of action which he/she may have) may terminate their employment with two months' notice if the Shire breaches any of the provisions of this Contract and does not remedy that breach within 14 days of the Employee serving written notice of the breach upon the Chief Executive Officer.

During the probation period, the Chief Executive Officer only needs to give one weeks' notice of the termination of employment.

8.6 Termination by Employee: Any Reason

This Contract may be terminated for any reason by the Employee with the giving of two months' written notice of resignation.

During the probation period, the Employee only needs to give one weeks' notice of the termination of employment.

8.7 Confidential Information

Upon termination, the Employee must deliver to the Chief Executive Officer all Confidential Information, which may be in custody, possession or control of the Employee. The Employee may not keep or retain or make any copies whatsoever of Confidential Information.

8.8 Shire Property

Upon termination, the Employee must deliver up to the Chief Executive Officer all Shire property including equipment, credit cards, keys, car and documentation or copies of documentation which may be in the custody, possession or control of the Employee.

8.9 Monies Owed to the Employer

On the termination of this contract, the Employee shall repay to the Shire any monies owed by the Employee to the Shire. Any debt that the Employee has to the Shire that remains outstanding at the time of the termination of this contract may be deducted from final payments the Shire is obliged to pay the Employee.

9. INCONSISTENCY AND AMENDMENT

9.1 Inconsistency: Industrial Relations Law

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.

9.2 Inconsistency: Act

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

9.3 Severance

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.

9.4 Proper Law

This Contract shall be governed by and construed in accordance with the laws of the Stat of Western Australia, and where not in conflict, the Commonwealth of Australia.

9.5 Entire Understanding

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

9.6 Amendment

This Contract may only be varied or replaced by agreement in writing signed by the Parties.

10. DISPUTE RESOLUTION

In relation to any matter that may be in dispute between the Employee and the Shire, the parties:

- 10.1** will attempt to resolve the matter at workplace level by the Employee and the Chief Executive Officer, or a person delegated by the Chief Executive Officer for that purpose, meeting and conferring on the matter;
- 10.2** agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level;
- 10.3** agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith;
- 10.4** acknowledge the right of either party to appoint, in writing, another person to advise the party in relation to the mediation process; and
- 10.5** 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.

11. OTHER MATTERS

- 11.1 ***Random Drug Testing*** – The Employee must submit to random drug and alcohol testing in accordance with Shire policy.
- 11.2 ***Purchasing Policies*** – the Employee must comply with the Shire’s purchasing policies in including tender regulations at all times
- 11.3 ***Record Keeping Plan*** – the Employee must comply with the Shire’s record keeping plan as well as any other record management policies.
- 11.4 ***Occupational Safety & Health*** – the Employee must comply with the Shire’s OSH policies and procedures which includes acting in a safe and healthy manner.
- 11.5 ***Organisational Values*** – The employee must support and encourage others to follow the Shire’s cultural values.
- 11.6 ***Shire Policies*** – The Employee must comply with the Shire’s policies and procedures.

12. PARTIES

EXECUTED by the parties

by authority of a resolution of the
Shire in the presence of:

Chief Executive Officer

Name of Chief Executive Officer

in the presence of

Witness

Name of Witness

SIGNED by

Employee

Name of Employee

in the presence of

Witness

Name of Witness