



City of  
Mount Gambier

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**I hereby give notice that a Confidential Special Council Meeting will be held on:**

**Date:** Thursday, 21 November 2019  
**Time:** 6.30 p.m.  
**Location:** Council Chamber  
Civic Centre  
10 Watson Terrace  
Mount Gambier

# **AGENDA**

## **Confidential Special Council Meeting 21 November 2019**

**Andrew Meddle**  
**Chief Executive Officer**  
**21 November 2019**

## 5 NEW CONFIDENTIAL ITEMS

### 5.1 CHIEF EXECUTIVE OFFICER PROBATIONARY PERIOD – REPORT NO. AR19/59690

#### CONSIDERATION FOR EXCLUSION OF THE PUBLIC

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public, Mayor L Martin, Councillors S Mezinac, K Amoroso, M Bruins, C Greco, B Hood, P Jenner, F Morello and S Perryman and Council Officer Mr A Meddle be excluded from attendance at the meeting for the receipt, discussion and consideration in confidence of Agenda Item 4.1 AR19/59690 Chief Executive Officer Probationary Period.

The Council is satisfied that, pursuant to section 90(3) (a) of the Act, the information to be received, discussed or considered in relation to the Agenda Item is:

- information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because This report deals with the probationary period of the Chief Executive Officer, as specified in the contract of employment between him and the City of Mount Gambier.



**5.1 CHIEF EXECUTIVE OFFICER PROBATIONARY PERIOD – REPORT NO. AR19/59690**

<b>Committee:</b>	<b>Council</b>
<b>Meeting Date:</b>	<b>21 November 2019</b>
<b>Report No.:</b>	<b>AR19/59690</b>
<b>CM9 Reference:</b>	<b>AF13/64</b>
<b>Author:</b>	<b>Andrew Meddle, Chief Executive Officer</b>
<b>Authoriser:</b>	<b>Andrew Meddle, Chief Executive Officer</b>
<b>Summary:</b>	<b>Report to determine whether Council consider the Chief Executive Officer has completed his probationary period satisfactorily.</b>
<b>Community Plan Reference:</b>	<b>Goal 1: Our People</b> <b>Goal 2: Our Location</b> <b>Goal 3: Our Diverse Economy</b> <b>Goal 4: Our Climate, Natural Resources, Arts, Culture and Heritage</b>

The Council is satisfied that, pursuant to Section 90(2) & (3) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this agenda item is:

- (a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).

**REPORT RECOMMENDATION**

1. That Council Report No. AR19/59690 titled 'Chief Executive Officer Probationary Period' as presented on 21 November 2019 be noted.
2. That Council wishes to provide the CEO with the following feedback ....
3. That Council consider that the Chief Executive Officer, Andrew Meddle, has completed his probationary period satisfactorily; or  
That Council wish to extend the probationary period for a further three months; or  
That Council wish to terminate the Chief Executive Officer's contract.



## BACKGROUND

Following an externally managed recruitment process, Andrew Meddle was appointed as the Chief Executive Officer for the City of Mount Gambier. Mr Meddle commenced employment with the City of Mount Gambier on 27<sup>th</sup> May 2019. The Chief Executive Officer's contract can be found as **Attachment 1**. The elements of the contract of employment relating to the Probationary Period state:

*"6. PROBATIONARY PERIOD*

- 6.1 The Chief Executive Officer's employment is subject to a probationary period of six (6) months from the Commencement Date.*
- 6.2 The Council must review the Chief Executive Officer's performance prior to the end of the probationary period and record its assessment in writing. A copy of that written assessment is to be provided to the Chief Executive Officer.*
- 6.3 If the Council determines in its written assessment that its performance expectations have not been met, the Council may extend the probationary period for a period of up to three (3) months.*
- 6.4 At any time during the probationary period (including any extended period) either party may terminate the employment by giving not less than two (2) weeks' notice to the other party.*
- 6.5 If the Council terminates the employment during the probationary period in accordance with clause 6.4 above, it may choose to pay to the Chief Executive Officer the monetary equivalent in lieu of the notice period.*
- 6.6 The Council may terminate the employment without notice at any time during the probationary period for serious and wilful misconduct.*
- 6.7 The Parties agree that the probationary period (including any extended period) and the provisions of this clause are fair and reasonable for the Council to assess the performance of the Chief Executive Officer."*

Council will note that section 6.1 provides for a probationary period for this appointment of six months. At the end of the six month period, i.e. 27<sup>th</sup> November 2019, Council has three options:

- Consider the probationary period to be satisfactorily completed;
- Extend the probationary period for a further three months; or
- Terminate the Chief Executive Officer's employment.

Section 12.3 of the contract of employment states that *"Initial Performance Criteria pursuant to **Schedule 3** to this Agreement will be set and agreed between the Parties within three (3) months of commencement of this Agreement, and will otherwise be reviewed and agreed in accordance with the process and timing set out in **Schedule 3** to this Agreement."*

Accordingly Council endorsed KPIs for the CEO at its meeting on 20<sup>th</sup> August 2019. These KPIs together with a commentary on current performance, can be found as **Attachment 2**. A brief personal statement has also been included, which can be found as **Attachment 3**.

## DISCUSSION

Council must now provide the Chief Executive Officer with its written assessment of his performance. If the Council consider that Mr Meddle's performance has been satisfactory, then the Chief Executive Officer seeks nothing further than confirmation of this and honouring of the contractual obligations, together with suggestions where his performance can be improved.

If the Council wish to extend the probationary period or to terminate the contract, the Chief Executive Officer and the contract dictate that a much more detailed written response would be required. The Council would also be advised to take independent advice in this regard.





## **CONCLUSION**

Council has three options as set out previously, which are:

- Consider the probationary period to be satisfactorily completed;
- Extend the probationary period for a further three months; or
- Terminate the Chief Executive Officer's employment.

## **ATTACHMENTS**

1. Attachment 1 - Employment Agreement - Mr A Meddle
2. Attachment 2 - CEO KPI's
3. Attachment 3 - Mr A Meddle Personal Statement

CONFIDENTIAL



## EMPLOYMENT AGREEMENT

BETWEEN

City of Mount Gambier

'the Council'

- and -

Andrew Meddle

'the Chief Executive Officer'



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## **EMPLOYMENT AGREEMENT**

### **BETWEEN**

**City of Mount Gambier** of 10 Watson Terrace, Mount Gambier in the State of South Australia 5290 ('the Council') AND

**Andrew Meddle** of 9 Florence Street, Murray Bridge SA in the State of South Australia 5253 ('the Chief Executive Officer').

### **INTRODUCTION**

- A. The Council is a body corporate constituted by proclamation pursuant to the *Local Government Act 1999* (***the Act***).
- B. The Council has agreed to employ the Chief Executive Officer for a fixed term as specified in this Agreement, to perform the duties of that position in accordance with the Act and as agreed and directed by the Council.
- C. The Council resolved on 18 March 2019 to appoint the Chief Executive Officer (pursuant to section 96 of the Act) to the position of Chief Executive Officer and that a formal employment contract (this Agreement) setting out the terms of engagement be entered into between the Chief Executive Officer and the Council.
- D. The Chief Executive Officer accepts the appointment in accordance with the terms and conditions set out in this Agreement.
- E. The parties acknowledge and agree that the appointment is made in accordance with the Act.

### **1. DEFINITIONS and INTERPRETATION**

Words importing the singular include the plural and vice-versa and words importing any gender include all genders.

Any reference to a Statute, ordinance, code or other law, includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements.

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

**"Act"** means the *Local Government Act 1999*;

**"Agreement"** means this Employment Agreement;

**"Award"** means the South Australian Municipal Salaried Officers Award or a successor award,



**"Chief Executive Officer"** means the person appointed as the Chief Executive Officer of the Council under this Agreement;

**"Commencement Date"** means the date upon which this Agreement commences in accordance with clause 5.1 of this Agreement;

**"Confidential Information"** means:

- (a) information relating to the business affairs and employees of the Council;
- (b) matters of a technical nature, future directives and policies, technical data pertaining to the general affairs of the Council, internal procedures and information, financial information, information pertaining to other employees, salaries, strategic and business plans and like information relating to the Council;
- (c) other information which the Council tells the Chief Executive Officer is confidential or which if disclosed, the Chief Executive Officer knows or ought reasonably to know would be detrimental to the Council;
- (d) all other information which is imparted to the Chief Executive Officer in circumstances which the Chief Executive Officer knows or should reasonably know that the information is confidential to the Council or any other persons with whom the Council is concerned; but
- (e) excludes any information that is public knowledge otherwise than as a consequence of a breach by the Chief Executive Officer of obligations under this Agreement or breach by some other person of a duty of confidence to the Council.

**"Council"** means the body corporate which is the City of Mount Gambier, as constituted under the Act;

**"Duties"** means the responsibilities, duties and functions of the Chief Executive Officer specified in this Agreement and in **Schedule 1** to this Agreement and such other duties as may be agreed between the Council and the Chief Executive Officer from time to time;

**"Expiry Date"** means the date upon which this Agreement expires in accordance with clause 5.1 of this Agreement;

**"Immediate family or household member"** means the Chief Executive Officer's spouse or domestic partner, child, parent, grandchild, grandparent or sibling, or the child, parent, grandchild,





grandparent or sibling of the Chief Executive Officer's spouse or domestic partner;

**"Parties"** means the Council and the Chief Executive Officer;

the criteria against which the Chief Executive Officer's performance is to be assessed (under the relevant Performance Review Process) as set out in clause 12 of this Agreement and as agreed between the parties in accordance with the process set out in **Schedule 3** to this Agreement;

**"Performance Review Process"** means the system by which the Chief Executive Officer's performance is assessed in accordance with this Agreement;

**"Total Employment Cost Package"** means the monetary and non-monetary entitlements of the Chief Executive Officer specified in **Schedule 2** to this Agreement;

**"Term"** means the fixed term period of employment specified in Clause 5.1.

## 2. INTRODUCTION AND SCHEDULES

The Introduction and Schedules 1-3 are correct and form part of this Agreement.

## 3. APPLICATION OF OTHER INDUSTRIAL INSTRUMENT

3.1 This Agreement shall be read in conjunction with the Act and the *Fair Work Act 1994* (SA).

3.2 This Agreement shall not be read in conjunction with the Award, or any other industrial agreement, such as an Enterprise Agreement. This Agreement is intended to stand alone in terms of the terms and conditions agreed between the Parties.

3.3 The City of Mount Gambier's ASU Enterprise Agreement Number 10, 2018 or a successor agreement, does not apply to the CEO's employment.

## 4. POSITION

4.1 The Council appoints the Chief Executive Officer to the position of Chief Executive Officer in accordance with the terms and conditions of this Agreement.

4.2 The Parties agree that the terms and conditions of this Agreement shall apply to the Chief Executive Officer's position until the Expiry Date.

4.3 The Parties agree that this Agreement shall operate to encompass all terms and conditions of employment and to the exclusion of any and all other agreements or understandings.

## 5. TERM OF EMPLOYMENT



5.1 The Agreement commences on 27 May 2019 and will continue for a fixed term of five (5) years concluding, subject to clauses 5.2 and 6 of this Agreement, at midnight on 26 May 2024.

5.2 The parties agree that the appointment and employment of the Chief Executive Officer will terminate on the Expiry Date unless:

5.2.1 this Agreement is terminated prior to the Expiry Date pursuant to clauses 6 or 18 of this Agreement, in which case the Chief Executive Officer's appointment and employment will terminate at that time, or

5.2.2 the Chief Executive Officer is offered and accepts a further contract of employment pursuant to clause 7 of this Agreement.

5.3 The Parties agree that, in consideration of the terms and conditions of this Agreement, the employment of the Chief Executive Officer will not be ongoing but will continue only for the Term or as extended (if at all) in accordance with clause 7 of this Agreement.

**6. PROBATIONARY PERIOD**

6.1 The Chief Executive Officer's employment is subject to a probationary period of six (6) months from the Commencement Date.

6.2 The Council must review the Chief Executive Officer's performance prior to the end of the probationary period and record its assessment in writing. A copy of that written assessment is to be provided to the Chief Executive Officer.

6.3 If the Council determines in its written assessment that its performance expectations have not been met, the Council may extend the probationary period for a period of up to three (3) months.

6.4 At any time during the probationary period (including any extended period) either party may terminate the employment by giving not less than two (2) weeks' notice to the other party.

6.5 If the Council terminates the employment during the probationary period in accordance with clause 6.4 above, it may choose to pay to the Chief Executive Officer the monetary equivalent in lieu of the notice period.



- 6.6 The Council may terminate the employment without notice at any time during the probationary period for serious and wilful misconduct.
- 6.7 The Parties agree that the probationary period (including any extended period) and the provisions of this clause are fair and reasonable for the Council to assess the performance of the Chief Executive Officer

**7 FURTHER EMPLOYMENT AGREEMENT**

- 7.1 The Chief Executive Officer will notify the Council in writing at least six (6) months before the Expiry Date of the Chief Executive Officer's intention to make application to seek a further term of employment.
- 7.2 If the Council determines to grant a further term of employment (at its absolute discretion and with regard to the Chief Executive Officer achieving the Performance Criteria throughout the Term of this Agreement) it will be extended for the length of time and on terms and conditions determined by the Council at that time.
- 7.3 The Parties acknowledge and agree that the terms of this Agreement do not contain or create an option or expectation for extension (or renewal) of the employment or an offer of a further employment agreement.
- 7.4 Where a further employment agreement is entered into between the Parties, the Chief Executive Officer will be deemed to have continuity of service with the Council for the purpose of determining accrued benefits under the further Agreement.
- 7.5 The Council will notify the Chief Executive Officer in writing at least six (6) months before the Expiry Date whether or not it is proposing to offer a further employment agreement to the Chief Executive Officer

**8. REQUIREMENTS OF POSITION**

- 8.1 The Chief Executive Officer must perform the Duties as:
  - 8.1.1 set out in the Position Description at **Schedule 1** to this Agreement and as varied from time to time by agreement between the Parties;
  - 8. .2 set out in the policies of the Council as adopted by the Council from time to time during the term of the employment;





8.1.3 imposed by the Act or in any other statute and/or enabling regulations relevant to the position of the Chief Executive Officer; and

8.1.4 contained in clause 9 of this Agreement.

8.2 The Chief Executive Officer is accountable to the Council and is subject to the direction and control of the Council at all times.

## **9. DUTIES AND RESPONSIBILITIES**

9.1 The Chief Executive Officer must:

9.1.1 work such reasonable hours as are necessary to carry out the Duties, ordinarily at least between 8.30AM and 5.00PM Monday to Friday, and devote the Chief Executive Officer's whole time and attention during the hours reasonably required to carry out the Duties;

9.1.2 observe and carry out all lawful directions from the Council in relation to the performance of the Duties;

9.1.3 observe and comply with statutory responsibilities arising from the Act and all other applicable legislation;

9.1.4 act in the best interest of the Council at all times;

9.1.5 promote the aims and objectives of the Council;

9.1.6 disclose any financial or other interest relating to the business of the Council in accordance with the Act or which conflicts or may conflict or may be perceived to conflict with the discharge of the responsibilities of the office of Chief Executive Officer and then comply with any reasonable direction given by the Council in respect of that interest;

9.1.7 account to the Council for any remuneration or other benefit received from a third party in the Chief Executive Officer's capacity as an employee in any business conducted or promoted by the Council or any related corporation;

9.1.8 devote all professional effort to the employment and not hold any position or take on any activities which may in any way be seen to conflict with the office of the Chief Executive Officer, unless the prior approval of the Council has been obtained;

9.1.9 perform the Duties with the degree of skill, care and diligence, as is required of



- a Chief Executive Officer;
- 9.1.10 be just and faithful to the Council and promptly give to the Council full information and truthful explanations of all matters relating to the performance of the Duties under this Agreement and the responsibilities of the office generally;
- 9.1.11 be informed and up-to-date on issues and developments that affect all areas of responsibility of the office of the Chief Executive Officer;
- 9.1.12 attend meetings of the Council and other bodies as required;
- 9.1.13 exercise the Duties and other responsibilities where the Council has delegated the necessary functions and powers to the Chief Executive Officer;
- 9.1.14 take reasonable care for both personal health, safety and welfare and that of any employees or any other persons who may be affected while performing the Duties and undertaking the responsibilities of office;
- 9.1.15 take reasonable care for protection of the environment in performing the Duties and responsibilities;
- 9.1.16 as an employee, personally observe the requirements of the Council's policies and procedures in force from time to time;
- 9.1.17 observe the requirements of any Employee Code of Conduct that has been adopted by the Council or imposed by law;
- 9.1.18 maintain a current South Australian driver's licence throughout the Term; and
- 9.1.19 carry out and perform the Duties:
- (a) lawfully;
  - (b) with proper decorum;
  - (c) to the best of the Chief Executive Officer's ability and judgment; and
  - (d) to the satisfaction of the Council.
- 9.2 The Chief Executive Officer must consult with the Council (to a reasonable degree) when determining, or changing to a significant degree:
- 9.2.1 the organisational structure for the staff of the Council; or
- 9.2.2 the processes, terms or conditions that are to apply to the appointment of senior executive officers; or



9.2.3 the appraisal scheme that is to apply to senior executive officers.

**10. DISCLOSURE OF INTERESTS**

The Chief Executive Officer acknowledges the responsibility under Section 120 of the Act to declare all interests in matters in which the Chief Executive Officer is required or authorised to act in the course of the employment.

**11. OUTSIDE INTERESTS**

11.1 The Chief Executive Officer may accept board positions where the board is part of a statutory or not for profit authority provided that there is no conflict of interest apparent to the Chief Executive Officer in accepting the appointment.

11.2 The Chief Executive Officer must advise the Principal Member in writing of the acceptance of any board position immediately upon accepting the position.

11.3 Otherwise, the Chief Executive Officer must not be directly or indirectly engaged, concerned or interested in any employment, trade, business, profession or occupation requiring the provision of services or advice by the Chief Executive Officer (other than the employment provided by this Agreement) except with the prior consent in writing of the Council.

11.4 If the Council provides its consent to the Chief Executive Officer pursuant to clause 11.3, the Chief Executive Officer agrees that they will give priority to the Duties under this Agreement over and above any other business or employment in which the Chief Executive Officer is authorised by the Council to engage.

**12. PERFORMANCE CRITERIA**

12.1 The following key performance criteria apply to this Agreement, together with those set out in the Position Description in Performance Criteria set and agreed in accordance with the process set out to this Agreement:

- 12.1.1. the provision of accurate and timely advice to the Council;
- 12.1.2 working collaboratively with the Council;
- 12.1.3 the provision of innovative and visionary leadership;
- 12.1.4 the establishment of effective networks;
- 12.1.5 the maintenance of a work environment that facilitates the development of



people and encourages them to perform at a high level;

12.1.6 the effective and accountable application of financial and physical resources;

12.1.7 the development and maintenance of management strategies to continually enhance service delivery; and

12.1.8 the initiation, development, implementation and review of effective policies.

12.2 The Parties acknowledge that these performance criteria may be varied and any other criterion may be included by agreement between the Parties at any time during the Term.

12.3 Initial Performance Criteria pursuant to **Schedule 3** to this Agreement will be set and agreed between the Parties within three (3) months of commencement of this Agreement, and will otherwise be reviewed and agreed in accordance with the process and timing set out in **Schedule 3** to this Agreement.

### 13. **PERFORMANCE REVIEW**

13.1 The Parties agree that a review of the Chief Executive Officer's performance will be conducted annually or more frequently if the Council determines there is a need to do so.

3.2 The performance review shall be conducted by the Council appointed CEO Review Committee (the Committee) using the Performance Review Process set out in this clause 13 and **Schedule 3** to this Agreement.

13.3 The Committee may engage the assistance of an independent Human Resource specialist in the review process if considered necessary.

13.4 A minimum of ten (10) working days notice in writing that a performance review is to be conducted will be provided to the Chief Executive Officer to provide the Chief Executive Officer with reasonable time to prepare for the review.

13.5 The Chief Executive Officer will prepare and submit to the Committee an assessment of the Chief Executive Officer's performance during the relevant review period prior to the assessment by the Committee.

13.6 Using an appropriate survey tool, the performance of the Chief Executive Officer will be appraised against the Performance Criteria by all Elected Members and the Chief Executive Officer's direct reports.

13.7 A written report shall be compiled with respect to the performance review and a copy





provided to the Chief Executive Officer. The report shall set out any aspects of the Chief Executive Officer's performance that require improvement, together with time frames during which the Council expects those areas of performance to be improved to a specified standard. Where the Chief Executive Officer's performance is deemed to be acceptable written confirmation of that fact shall be provided to the Chief Executive Officer.

13.8 For each year of this Agreement, the Council and Committee will have regard to the Rating Scale set out at **Schedule 3** to this Agreement in determining the expectations of the Chief Executive Officer to achieve an acceptable performance rating as part of the Performance Review and the setting of annual Performance Criteria.

13.9 A copy of the report referred to in clause 13.7 shall be provided to the Chief Executive officer within one (1) month of the completion of the performance review.

13.10 The Council must provide whatever counselling, advice, assistance and support that is reasonably necessary to enable the Chief Executive Officer to improve performance during any specified timeframes referred to in clause 13.7 of this Agreement.

3. 1 If, at the conclusion of the timeframes referred to in clause 13.7 of this Agreement, the Chief Executive Officer's performance has not improved to the specified standards or requirements, the Council may:

13.11.1 extend the timeframe for specified improvement for a further specified period;  
or

13.11.2 provide further written notice, providing a final warning that, unless the Chief Executive Officer's performance improves in the stipulated areas, once again within a specified time frame, the Council will terminate the appointment and employment of the Chief Executive Officer in accordance with this Agreement;  
or

13.11.3 terminate the appointment and employment of the Chief Executive Officer in accordance with this Agreement.

#### 14. **TOTAL EMPLOYMENT COST (TEC) PACKAGE**

14.1 In consideration of performing the Duties and undertaking the responsibilities of office, the Chief Executive Officer is entitled to the TEC Package as outlined in this clause and **Schedule 2** to this Agreement.



- 14.2 No additional remuneration is payable to the Chief Executive Officer.
- 14.3 The cash component of the TEC Package will be paid in arrears in equal fortnightly instalments, or as otherwise provided by the Council, by direct deposit to an account nominated by the Chief Executive Officer.
- 14.4 The Chief Executive Officer agrees that the TEC Package is provided as full compensation for all work performed, which takes into account:
- 14.4.1 any entitlement to leave loading, overtime loading, weekend or public holiday loading or any other form of salary loading;
- 1  
outside the Council's usual office hours; and
- 14.4.3 an acknowledgement that the position is measured on performance and not on the number of hours worked.
- 14.5 The Council may, at its absolute discretion, agree to make performance-related payments to the Chief Executive Officer, in addition to the TEC Package.
- 14.6 The statutory superannuation contribution required to be made by Council to the Chief Executive Officer pursuant to the *Superannuation Guarantee (Administration) Act 1992* (Cth) is included in the TEC Package and will be paid into a fund nominated by the Chief Executive Officer that complies with the relevant legislation.
- 14.7 The Chief Executive Officer may, with the consent of the Council, elect to have a portion of 'before tax' salary paid by way of salary sacrifice into the fund the Chief Executive Officer has nominated (or which the Council has nominated as the default fund) ("*the Sacrificed Amount*"). The fund must be capable of accepting the Sacrificed Amount.
- 14.8 The Sacrificed Amount nominated in this clause must not exceed that permitted by relevant tax or superannuation legislation and shall be agreed in writing. The Chief Executive Officer may apply to vary the Sacrificed Amount or terminate this arrangement subject to complying with clause 14.8.
- 14.9 The Chief Executive Officer shall continue to receive the following entitlements and payments calculated by reference to the salary before the Sacrificed Amount is deducted:
- (a) paid leave,
- (b) any entitlement derived from the salary,



- (c) employer superannuation guarantee contributions,
- (d) termination benefits including notice, and
- (e) allowances.

14.10 If the Council and the Chief Executive Officer agree to structure the Package in a way that Fringe Benefit Tax (FBT) is payable on all or any part of the Package, the FBT shall be paid by the Chief Executive Officer from the TEC Package unless otherwise agreed with the Council or specified in this Agreement.

14.11 Subject to clause 14.10, the Council shall pay any liability with respect to Fringe Benefit Tax incurred as a result of the ordinary carrying out of local government business by the Chief Executive Officer by way of functions or travelling.

14.12 In addition to the TEC Package, and upon production of accounts and receipts, the Council shall reimburse the Chief Executive Officer reasonable relocation costs incurred by the Chief Executive Officer, immediate family and personal effects, up to a maximum of \$10,000. The reimbursed relocation costs are required to be refunded to the Council if the employment of the Chief Executive Officer is terminated for any reason within two (2) years of commencement of this Agreement, on a pro rata basis as follows:

14.13.1 if employment is terminated within one year, 100%

14.13.2 if employment is terminated after one year, but within two years, 50%.

## 15. TEC PACKAGE REVIEW

15.1 The TEC Package specified in **Schedule 2** to this Agreement will be reviewed annually and shall not result in a decrease in the TEC Package. The Chief Executive Officer is not, as a right, entitled to any increase of the TEC Package each year.

15.2 The annual review shall be conducted within one (1) month following the performance review set out in this Agreement (if reasonably practicable) and any change to the TEC Package shall take effect from the immediately preceding anniversary of the Commencement Date, or as otherwise agreed.

15.3 The review of the TEC Package will take into account the following;

5.3.1 the agreed criteria upon which the Chief Executive Officer's performance is

assessed in accordance with the Performance Review Process;

15.3.2 movements in CPI (All Groups Adelaide) and the increase and movement in executive salaries within Local Government; and

15.3.3 any other factors that the CEO Review Committee considers relevant.

15.4 Any variation to the TEC Package must be approved by the Council.

**16. WORK RELATED EXPENSES AND OTHER BENEFITS**

16.1 In addition to the TEC Package the Council shall meet the following expenses or reimburse the Chief Executive Officer upon production of accounts or receipts for:

16.1.1 entertainment, executive and other sundry expenses reasonably and necessarily incurred by the Chief Executive Officer in the performance of the Duties and responsibilities of office; and

16.1.2 the cost and provision of a mobile telephone service; and

16.1.3 the provision of a personal computer and tablet and broadband connection for remote/home office use; and

16.1.4 the reasonable costs of the Chief Executive Officer attending conferences, seminars, training and development courses and study relevant to the performance of the Duties and responsibilities of office; and

16.1.5 membership fees and subscriptions payable by the Chief Executive Officer to professional associations, the membership of which is reasonably necessary or desirable for the Chief Executive Officer to hold in the performance of the Duties and responsibilities of office. For the purposes of this clause reimbursement shall be limited to two memberships unless the Council approves otherwise.

16.1.6 The Council may provide the Chief Executive Officer with a credit or debit card in accordance with Internal Controls, Administrative Procedures and Council Policy to be utilised in relation to civic expenditure incurred in the discharge of the Duties or functions of office.

16.2 In Addition to the TEC Package the Council will provided:

16.2.1 Funding towards the purchase by the Chief Executive Officer of the approved corporate wardrobe to a maximum value of four hundred dollars (GST inclusive) per annum.





16.2.2 Twenty four hour Personal Accident Journey Insurance cover for personal injury sustained whilst engaged on any private journey (Cover is provided by the Local Government Risk Services covering all City of Mount Gambier staff).

16.2.3 Access to Income Protection Insurance cover through Local Government Risk Services (LGRS) at the Chief Executive Officer's own cost and under premium payment arrangements acceptable to LGRS.

## **17 QUALIFICATIONS HELD**

The Chief Executive Officer confirms that all qualifications the Chief Executive Officer has represented to the Council are held and the requisite experience to undertake the Duties and responsibilities has been acquired. In the event that the Chief Executive officer is found not to have the qualifications or experience represented, the Council may summarily terminate this Agreement.

## **18. TERMINATION OF AGREEMENT**

### **8.1 Summary Termination**

This Agreement may be terminated by the Council without notice and without the payment of compensation in lieu of notice in the event that the Chief Executive Officer:

- 18.1.1 commits any serious or persistent breach of any of the terms of this Agreement;
- 18.1.2 engages in serious and wilful misconduct;
- 18.1.3 is guilty of serious or wilful neglect in the discharge of the Duties and/or responsibilities of office;
- 18.1.4 becomes bankrupt or makes any arrangement or composition with creditors (and the Chief Executive Officer is required to notify the Council within seven (7) days of such an occurrence);
- 18.1.5 becomes of unsound mind or comes under the control of any third party pursuant to any mental health legislation;
- 18.1.6 acts in breach of Council's policies in force from time to time;
- 18.1.7 makes improper use of Council property;
- 18.1.8 is convicted of any criminal offence which prescribes a term of imprisonment, or which involves dishonesty, or where the offence, in the reasonable opinion of the Council, affects the Chief Executive Officer's capacity to perform the



inherent requirements of the position;

- 18.1.9 causes any legal impediment to arise which prevents or inhibits the Chief Executive Officer from undertaking the Duties or the responsibilities of office whether under this Agreement and/or the Act and/or other legislation;
- 18.1.10 fails to display and exercise the duty of fidelity or good faith toward the Council, which the Council might reasonably expect of the Chief Executive Officer in performing the Duties and responsibilities of office; or
- 18.1.11 engages in any action or omission which brings the Council into public disrepute, contempt or ridicule or which otherwise reflects unfavourably on the Council.

**18.2 Termination by the Provision of Notice**

- 18.2.1 In the event that the Council determines, through the performance review process, that the Chief Executive Officer has failed to reasonably meet the performance expected, the Council may terminate this Agreement by the provision to the Chief Executive Officer of three (3) month's written notice.
- 18.2.2 This Agreement may be terminated by the Council in writing with a minimum of three (3) months' notice in the event that the Chief Executive Officer is incapacitated from performing the Duties and/or responsibilities of office due to ill health of any type for a period of greater than six (6) months and where all leave entitlements have been exhausted, except where such illness constitutes a compensable disability pursuant to the provisions of the *Return to Work Act* 2014 (SA).
- 18.2.3 This Agreement may be terminated by the Council by giving three (3) months written notice to the Chief Executive Officer and making a payment of up to the value of twelve (12) months remuneration (where there is one year or more to the Expiry Date) or, a payment not exceeding the value of remuneration the Chief Executive Officer would have received if the Agreement had been completed (where there is less than one year to the Expiry Date).
- 18.2.4 This Agreement may be terminated by the Chief Executive Officer by giving the



Council a period of three (3) month's notice in writing, unless otherwise agreed with the Council.

18.2.5 In addition to any right of termination and without derogating from any right available in this Agreement, the Chief Executive Officer's employment may at any time be terminated by the mutual agreement of the Parties on whatever notice and terms the Parties may then agree.

18.2.6 Any notice required to be given by the Council may, instead, be paid as an equivalent payment of the TEC package in lieu of notice.

18.2.7 The Chief Executive Officer agrees that, where this Agreement is brought to an end, either by the Chief Executive Officer or the Council, the Chief Executive Officer will immediately resign from any *ex officio* or other positions related to their employment as Chief Executive Officer and if they fail to do so the Council may, by operation of this clause, provide such notice of resignation.

18.2.8 The Council may, by resolution and at its sole discretion, suspend the Chief Executive Officer (with pay) or allocate other duties and responsibilities for any period during the Term. Such alternate duties may be carried out at another designated location.

### **18.3 Redundancy During Term of Agreement**

18.3.1 The Council may terminate the employment of the Chief Executive Officer on the grounds of redundancy during the Term only where;

- (a) the position of Chief Executive Officer no longer exists or will no longer exist; or
- (b) the Council has declared or intends to declare the Chief Executive Officer's position redundant due to amalgamation.

18.3.2 If the Agreement is terminated in accordance with clause 18.3.1, the Council will pay to the Chief Executive Officer the balance of the Agreement paid out at the total TEC Package value.

## **19. LEAVE**

### **19.1 Annual Leave**



19.1.1 The Chief Executive Officer is entitled to twenty (20) days paid annual leave each completed year of service, to be taken during agreed periods as approved by the Council.

19.1.2 The Chief Executive Officer is not entitled to any leave loading payment.

19.1.3 There should not be more than thirty (30) days annual leave outstanding to the credit of the Chief Executive Officer at the end of any one (1) year of service. Where there is, the Council may direct the Chief Executive Officer to take leave to reduce the balance of outstanding annual leave to achieve the requirements of this clause.

19.1.4 Any entitlement to annual leave standing to the credit of the Chief Executive Officer at the time of cessation of employment will be discharged by the payment based on the TEC Package.

#### 19.2 Management Leave

19.2.1 The employee is entitled to an additional ten (10) days paid leave in each year of the Agreement without loss of pay or other entitlements.

19.2.2 This additional leave is in recognition of the extensive out of hours (including evening/nights and weekends) work commitment associated with the position and recognising that the position of Chief Executive Officer does not participate in any formalised workplace Roster Day Off (RDO) or Time in Lieu (TOIL) arrangements.

19.2.3 Any un-used leave entitlement at the conclusion of each year of service with the Council will not be carried forward to the subsequent year and will not attract any form of monetary loading.

19.2.4 The Employee acknowledges that any additional days not taken at the cessation of employment, for any reason, shall be forfeited.

#### 19.3 Personal/Carer's Leave

19.3.1 The Chief Executive Officer is entitled to ten (10) paid days of personal/carer's leave per year when:

- (a) the Chief Executive Officer is suffering from a personal illness or injury (personal leave); and/or





- (b) to provide care and support to an immediate family or household member who is suffering from a personal illness or injury (**carer's leave**).

19.3.2 Personal/carer's leave not taken shall accumulate without limit.

19.3.3 There is no entitlement to payment in lieu of accrued personal/carer's leave entitlements.

**19.4 Long Service Leave**

Long service leave entitlements accrue in accordance with the provisions of the *Long Service Leave Act 1987 (SA)* and the Act.

**19.5 Compassionate Leave**

The Chief Executive Officer is entitled to two (2) days paid compassionate leave for bereavement upon the serious illness, death or funeral of an immediate family or household member.

**19.6 Parental Leave**

The Chief Executive Officer is entitled to parental leave in accordance with the provisions of the *Fair Work Act 1994 (SA)*.

**20. PROFESSIONAL DEVELOPMENT**

The Council agrees to provide the Chief Executive Officer with professional development opportunities to meet the performance measurement requirements, throughout the term of this Agreement as mutually agreed.

**21. CONFIDENTIALITY OF AGREEMENT**

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

**22. CONFIDENTIALITY OF INFORMATION**

22.1 The Chief Executive Officer will not at any time during this Agreement, nor at any time thereafter:

22.1.1 otherwise than as necessary in the discharge of the Duties and the responsibilities of office or with the prior consent of the Council, divulge to any other person any information confidential to the Council which the Chief Executive Officer may acquire or have acquired;

22.1.2 use confidential information obtained for the Chief Executive Officer's own



benefit or the benefit of any other person or entity or to the detriment of the Council.

- 22.2 All documents, memoranda, reports, books, manuals, papers, records, tools, computer software and hardware and electronically stored information in respect of the operations or statutory obligations of the Council shall be and remain the sole property of the Council and shall be delivered up by the Chief Executive Officer to the Council upon demand.
- 22.3 The Chief Executive Officer acknowledges that the obligations imposed by this clause shall be in addition to the obligations imposed or implied at common law in respect of employees.
- 22.4 The Chief Executive Officer's obligations under this clause 22 shall survive the termination of this Agreement.

**23. INTELLECTUAL AND OTHER PROPERTY OF THE COUNCIL**

**23.1 Intellectual Property**

- 23.1.1 All materials provided to the Chief Executive Officer by the Council, including those to enable the Chief Executive Officer to perform the Duties and the responsibilities of office (and all intellectual property therein) are and remain the property of the Council.
- 23.1.2 All material produced by the Chief Executive Officer in performing the Duties and undertaking the responsibilities of office (in or out of normal business hours) and all intellectual property in such material is the property of the Council alone, on and from its creation, unless otherwise agreed in writing by the Council.
- 23.1.3 The Chief Executive Officer must do all acts and sign all documents the Council reasonably requests to secure its ownership or registration of its intellectual property, during and after the employment and if the Chief Executive Officer fails to do so the Council may, by operation of this clause, take steps as are required to achieve the objectives of this clause.
- 23.1.4 At the Council's request, the Chief Executive Officer must return all the Council's materials (in any form) and the Chief Executive Officer is not entitled to retain copies of the Council's materials in any form.
- 23.1.5 The Chief Executive Officer's obligations under this clause 23.1 shall survive the



termination of this Agreement.

**23.2 Other Property**

23.2.1 The Chief Executive Officer must take all reasonable care in using Council property.

23.2.2 When this Agreement is terminated, the Chief Executive Officer agrees to immediately return to the Council, in good condition (subject to fair wear and tear) all tangible and intangible property belonging to, leased, or otherwise provided to the Chief Executive Officer by the Council.

23.2.3 'Property' in this clause includes without any limitation any and all:

23.2.3.1 stationery, books, business cards, documents, records, disks, access cards, computer hardware or keys;

23.2.3.2 materials provided to the Chief Executive Officer by the Council, including materials provided to enable the performance of the Duties and responsibilities of office and all intellectual property of the Council;

23.2.3.3 materials produced by the Chief Executive Officer in performing the Duties or undertaking the responsibilities of office (in or out of working hours) and all intellectual property in that material are the property of the Council alone, on and from creation, unless otherwise agreed in writing by the Council; and

23.2.3.4 credit cards, mobile telephones and all other equipment provided to the Chief Executive Officer pursuant to this Agreement.

23.2.3.5 The Chief Executive Officer's obligations under this clause 23.2 shall survive the termination of this Agreement.

**23.3 Breach**

A breach of the Chief Executive Officer's obligations under this clause 23 is a serious breach of this Agreement. In addition to the Council's other remedies, the Council may bring legal action against the Chief Executive Officer for damages sustained as a result of such a breach and in so doing seek interest and legal costs on an indemnity basis.



**24 NO WAIVER**

24.1 Either of the Parties may only waive a right under this Agreement by written notice. Otherwise a failure to exercise and/or any delay in exercising on the part of the Council any right, power or privilege under this Agreement shall not operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise or the exercise of any other right, power or privilege.

24.2 A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

24.3 The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies otherwise provided by law.

**25. NOTICES**

Any notice, demand or other communication to be given pursuant to this Agreement shall be in writing and may be delivered by email or personally or by prepaid registered post to the notified address or otherwise to the address set out in the Agreement, or at the known place of abode or business of the party or such other address as the party may from time to time notify to the other party for the purposes of service of any notice.

**26. VARIATION**

The terms of this Agreement, unless otherwise specified, may only be varied in writing signed by or on behalf of both Parties and annexed to this Agreement.

**27 GOVERNING LAW**

This Agreement shall be governed by, construed and take effect in accordance with the laws of South Australia and the parties submit to the jurisdiction of the courts of South Australia.

**28. DISPUTE RESOLUTION**

28.1 In relation to any matter that may be in dispute between the Chief Executive Officer and the Council, the Parties will;

28.1.1 Attempt to resolve the matter at workplace level by the Chief Executive Officer and the Council, or a person or Committee authorised by the Council for that purpose, meeting and conferring on the matter.

28.1.2 Agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level.





- 28.1.3 Agree that if either party refers the matter to an independent mediator, both Parties will participate in the mediation process in good faith.
- 28.1.4 Agree that any mediation will be conducted in accordance with the Resolution Institute Mediation Rules, and unless the parties agree upon a mediator, either party may request a nomination from the Chair of Resolution Institute.
- 28.1.5 Acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process.
- 28.1.6 The costs of mediation will be met by the Council. Where another person is used by either party in accordance with clause 28.1.5, each party will be responsible for meeting the costs of that person appointed to act on their behalf.
- 28.2 If the dispute is not settled within 30 days of referral to mediation (unless such period is extended by agreement of the parties), the Parties will;
  - 28.2.1 Agree to submit the dispute to arbitration in accordance with, and subject to, Resolution Institute Arbitration Rules.
  - 28.2.2 Agree that notwithstanding the existence of a dispute or difference each party shall continue to perform the Agreement.
  - 28.2.3 Agree that unless the parties agree upon an arbitrator, either party may request a nomination from the Chair of Resolution Institute.
  - 28.2.4 Agree that the decision of the arbitrator will be binding on the Parties.
  - 28.2.5 Acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the arbitration process.
  - 28.2.6 The costs of arbitration will be met by the Council. Where another person is used by either party in accordance with clause 28.2.5, each party will be responsible for meeting the costs of that person appointed to act on their behalf

**29. ENFORCEABILITY OF AGREEMENT**

- 29.1 The Council and the Chief Executive Officer consider the covenants, obligations and restrictions contained in this Agreement to be reasonable in all the circumstances of the employment.
- 29.2 If a provision of this Agreement is, for any reason, held to be illegal, invalid, void, voidable or unenforceable, that provision must be interpreted to the extent necessary to ensure



that this Agreement is not void, voidable or unenforceable.

- 29.3 If it is not possible to read and interpret a provision as required under this clause, that provision will be severed without affecting the validity or enforceability of the remaining part of that provision, or the other provisions of this Agreement, which shall continue in full force and effect.

**30. DECLARATION**

The Chief Executive Officer declares that they have read, understood and accepts the terms and conditions of employment contained in this Agreement. The Chief Executive Officer acknowledges that they have been advised by the Council to consult with a legal adviser prior to execution of this Agreement and that they have been given a reasonable opportunity to do so. In signing the Agreement, the Chief Executive Officer acknowledges that they have relied on their own judgment and/or the advice of a legal adviser and not on any statement or representation of the Council. The Chief Executive Officer acknowledges that they understand the terms and conditions of the Agreement, agree to abide by it and voluntarily executes it without any reservation.

**31. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties regarding the employment of the Chief Executive Officer and supersedes all understandings and negotiations regarding the employment of the Chief Executive Officer.



**DATED THIS**

*22nd* day of *March*

2019

**SIGNED** for and on behalf of  
**City of Mount Gambier**

*Lynette Martin*  
Mayor Lynette Martin

In the presence of:

*[Signature]*  
Witness (Sign and print name)

SIGNED by Andrew Meddle

}

*[Signature]*  
Andrew Meddle

In the presence of:

*K.R. Meddle*  
Witness

*K. R. MEDDLE*

## SCHEDULE 1

### POSITION DESCRIPTION

<b>Title</b>	CHIEF EXECUTIVE OFFICER
<b>Condition</b>	5 year fixed term contract
	<ul style="list-style-type: none"><li>a) Comprehensive experience in Local Government or similar multi-facted organisaiton.</li><li>b) A Degree in Management or a degree in a discipline relevant to Local Government.</li><li>c) Post Graduate Degree is highly regarded.</li></ul>
<b>Personal Characteristics</b>	Demonstration of the following characteristics: <ul style="list-style-type: none"><li>a) effective leadership involving employees across a range of occupational groups</li><li>b) ability to work effectively with Elected Members, stakeholders and the local community</li><li>c) ability to motivate employees to work positively and collectively to meet community demands and enhance service delivery</li><li>d) excellent verbal and written communication skills</li><li>e) excellent interpersonal skills with a decisive and positive personality</li></ul>
<b>Knowledge and Skills</b>	<ul style="list-style-type: none"><li>a) Effective management and leadership.</li><li>b) Professional skills and judgement.</li><li>c) Ability to work with Council to develop short and long term strategic plans.</li><li>d) Effective policy development.</li><li>e) Ability to work effectively with Council as part of the management team and within the local community.</li><li>f) Finance and interpersonal skills, public relations marketing and customer service focus.</li></ul>
<b>Principal Objectives</b>	<ul style="list-style-type: none"><li>a) To act as principal adviser to Council on matters of general policy and to be responsible to the Council for the execution and communication of its decisions.</li><li>b) To manage, develop and co-ordinate all resources of the Council in accordance with the policies established by Council.</li><li>c) To ensure the accountability of the Council through compliance with the Local Government Act, as amended, associated Acts, Regulations, Policies, Delegations and other statutory</li></ul>



requirements.

- d) To enhance and project the image of the Council through appropriate standards of service delivery, internal and external communications and systems innovation.
- e) To determine, organise and motivate the employees of Council to achieve its stated corporate and strategic goals.
- f) To lead the Senior Executive in managing the human, physical, environmental and financial resources of Council according to agreed employee establishment levels and adopted policies or budgets.

#### Key Responsibilities

- a) To foster a corporate and strategic approach in conjunction with Council towards discharging the role and function of Council as a responsible local authority.
  - b) To interface with Council to ensure that Council is appropriately informed through reports and/or other advices on issues or matters relevant to Council operations.
  - c) To form an effective working relationship with the Mayor as is suitable to the separation of responsibilities and to give advice and assistance on any matter involved with the Mayoral function.
  - d) To establish effective liaisons with all members of Council, to respond appropriately to enquiries from Elected members and to give assistance or advice where appropriate in the process of decision making.
- 
- a) To assist Council in the development of appropriate short and long term plans (including the formal Strategic Plan(s)) the Asset Management Plans and the Long Term Financial Plan for the City of Mount Gambier and the development of effective implementation strategies.
  - b) To continuously monitor the implementation of the formal Strategic Plan(s) and other Plans to ensure that required outcomes are achieved or that suitable and timely modifications are made to the plans or recommended to Council.
  - c) To ensure that effective consultative processes are utilised in the development of all Council plans.

#### Policies

- a) To action the established policies of Council as expressed through meetings of Council and documents such as the Budgets, Business Plans, Strategic Plans etc.
- b) To keep policies under continuing review and to suggest variations where considered appropriate.





- c) To communicate the policies of Council to appropriate employees while ensuring accuracy in their interpretation and application.
- d) To arrange periodical review for the upgrading and dissemination of the Policy Manual, Codes of Conduct/Practice and all other strategic plans and documents.

#### **Leadership**

- a) To provide effective leadership to Directors and Managers of Council and to all employees generally.
- b) To maintain a frequency of liaison with Directors and Managers that promotes an awareness of Departmental functions and provides feedback as to the currency of operations.
- c) To ensure the Directors and Managers discharge their responsibilities in the Council's interests.
- d) To encourage Directors and Managers to exercise innovation and initiative within their respective spans of control.
- e) To maintain the status and image of Directors and Managers as a coordinated and cooperative team.
- f) To ensure that the triple bottom line/environmental sustainability principles of Council are a feature in the day to day functions and activities of Directors, Managers and employees.

#### **Finance**

- a) To advise Council on the actions necessary for a continuing long term financial plan involving the resources of the Council.
- b) To be responsible, in conjunction with the Senior Executive, for the preparation of an annual budget and annual business plan which reflects current Council policies and gives justification for recommending variations in programs and establishment levels.
- c) To monitor the financial performance and the long term financial sustainability of Council through the process of budget review and to report to Council as required on significant variations or matters affecting long term financial planning.
- d) To enhance all systems which provide the mechanism for effective financial reporting to Council.

#### **Economic Development**

- a) To identify opportunities that offer benefit for the City.
- b) To develop initiatives that provide employment opportunities for the City and ensure continuing commercial, industrial and residential growth.



- c) To review progressively the nature and standards of service delivery by Council, so as to minimise the community rate burden.

#### **Human Resources**

- a) To seek continued enhancement of the Human Resources function within Council and the provision of systems which contribute to increasing productivity, including the maintenance and implementation of Council's Enterprise Agreements.
- b) To ensure the maintenance of a comprehensive training program, that is representative of all Council employees and provides opportunity for individual skill development.
- c) To enforce the effort of Council in the area of safety occupational health and welfare and risk management for its employees.
- d) To preserve industrial harmony in respect of all Council employees.
- e) To take overall responsibility for employee rehabilitation management pursuant to relevant legislation and/or Council policy.
- f) To ensure continuous improvement in the level of risk management outcomes, review results and the successful implementation of Council's Risk Management Program.

#### **Government**

- a) To establish relationships that will be beneficial to Council and the community with local Federal and State Members of Parliament, Departments of the Federal and State Governments, appropriate agencies and key personnel in those environments.
- b) To ensure that high standards of communication are established and maintained with all appropriate agencies of government, with the aim that the policies and decisions of Council being vigorously pursued in the Community's interest.
- c) To establish and cultivate links with the South Australian Local Government Association and other relevant State and Regional Authorities.
- d) To ensure all proposals or decisions of governments and their agencies affecting the operations of Council are monitored, acted upon as necessary and referred to Council when appropriate.

#### **Community and Regional**

- a) To establish and maintain links with regional bodies, key industries and community organisations representing the City and regional community.



- b) To ensure responses to any enquiries or requests by individuals or groups in the community or region.
- c) To ensure the availability of systems that will enable speedy and accurate responses to enquiries received from the community or region.
- d) To ensure that the ideal of service to the community is the principal goal of the employees of the Council.

**Public Relations**

- a) To enhance the reputation and image of Council as an innovative authority in Australian Local Government.
- b) To develop a high level of customer awareness in all employees and to seek good relations in all liaisons affecting the image of Council.
- c) In conjunction with the Mayor, to respond to media enquiries and to initiate media releases, as may be necessary.
- d) To promote the Council as a caring and courteous entity in the provision of its services.

**Civic and Ceremonial**

- a) To officiate at civic receptions and official functions and Council forums and attend such community functions as appropriate, in consultation with the Mayor.
- b) To attend such functions and meetings that are relevant and appropriate to the interests of the Council and the community.
- c) To respond in accordance with commitments and priorities to invitations and functions promoted by organisations, agencies and service clubs within the community, as appropriate, in consultation with the Mayor.
- d) To speak and/or officiate at functions relevant to the promotion and enhancement of Council's reputation at the discretion of the Mayor.

**Professional Development**

- a) To ensure a personal awareness of all trends impacting on the management of Local government and to actively participate in relevant professional development programs and training.
- b) To maintain associations with professional bodies to ensure awareness of modern day management principles and philosophies.
- c) To actively support the professional development of Directors and Managers within their discipline and through professional associations.
- d) To encourage through the Senior Executive, the professional development of all employees and the pursuit of career paths appropriate to individual skills and abilities.



**Environmental Sustainability**

- a) To advance Council's adopted policies and to work towards being environmentally sustainable.
- b) To foster Council's environmental sustainability aims and aspirations across the entire organisation.
- c) To ensure Council provides leadership to the wider community on environmental sustainability principles and practices.

**Organisational Relationships**

- a) The Chief Executive Officer has responsibility to Council for the day to day management of Council functions in conjunction with those authorities delegated to the Chief Executive Officer or appropriate employees.
- b) The Chief Executive Officer is responsible for all Council employees.

**Performance**

Performance will be reviewed as outlined in the Employment Agreement.



## SCHEDULE 2

### TOTAL EMPLOYMENT COST (TEC) PACKAGE

1. Total Employment Cost as follows:

Base Salary	\$217,194.00
Superannuation (9.5% Superannuation Guarantee levy)	\$ 20,634.00
Superannuation (1.0% Additional Employer Contribution)	\$ 2,172.00
Total Employment Cost	<u>\$240,000.00</u>

At the Completion of six (6) months service and subject to satisfactory completion of probation pursuant to clause 6 of the Employment Agreement, the Total Employment Cost will progress to the following:

Base Salary	\$226,244.00
Superannuation (9.5% Superannuation Guarantee levy)	\$ 21,493.00
Superannuation (1.0% Additional Employer Contribution)	\$ 2,263.00
Total Employment Cost	<u>\$250,000.00</u>

2. Other components of the employment package are documented in clause 16 of the Employment Agreement.
3. The Chief Executive Officer has opted to provide his own vehicle for business and private use (novated lease or other arrangement). All vehicle costs will be the responsibility of the Chief Executive Officer. The Total Employment Cost has been determined having regard for this arrangement.

## **SCHEDULE 3**

### **PERFORMANCE REVIEW PROCESS**

#### **1. Performance Review**

The Council shall appoint a CEO Review Committee pursuant to section 41 of the Local Government Act 1999 for the purpose of reviewing the performance and remuneration of the Chief Executive Officer. The processes of performance review and remuneration review are established in parts 13 and 15 of the Employment Agreement.

#### **2. Performance Criteria**

The Performance Review process is established in Part 13 of the Employment Agreement.

The Performance Review will be based on agreed Key Result Areas (KRA's) and Key Performance Indicators (KPI's), Strategic Performance Objectives (SPO's) and Personal Development Objectives (PDO's) that incorporate the requirements of the Position Description attached as Schedule 1.

These will be agreed with the Chief Executive Officer each year during the review period for the forthcoming year, and formally amended if required during the year by agreement between the Parties should the need arise.

During the review period, the Position Description will be reviewed and any variations agreed between the Parties in writing.

#### **3. Rating Scale**

- Rating 1 – CEO's performance did not meet expectation;
- Rating 2 – CEO's performance was below expectation;
- Rating 3 – CEO's performance met expectation;
- Rating 4 – CEO's performance was above expectation,
- Rating 5 – CEO's performance exceeded expectation.

#### **4. Identified Key Performance Areas for Year 1**

- a) Conduct an internal Culture/Engagement Employee Survey.
- b) In collaboration with elected members and key staff, review and action Council's strategic priorities.
- c) Progress major infrastructure/other projects.
- d) Action Council's tourism-related priorities and work closely with Tourism Mount Gambier to deliver key strategic outcomes.

## ATTACHMENT 2 – CEO KPIS 2019/2020

ITEM	COMMENTARY	RAG RATING
1. Undertake an employee engagement survey and report the outcomes to Council by 30th November 2019.	<ul style="list-style-type: none"> <li>Employee engagement survey undertaken and outcomes reported to Council on 15<sup>th</sup> October 2019.</li> </ul>	
2. Commence a review of the Council's Strategic Plan and have an agreed process in place by 30 <sup>th</sup> November 2019.	<ul style="list-style-type: none"> <li>An initial workshop was held prior to the engagement of the CEO with two thirds of the Elected Members participating.</li> <li>Current CEO has briefed Elected Members as to the proposed plan on 15<sup>th</sup> July 2019 and 11<sup>th</sup> November 2019.</li> <li>Report to Council on 19<sup>th</sup> November 2019.</li> </ul>	
3. Review the organisational structure and staffing resources by 30 <sup>th</sup> June 2020 and report to Council.	<ul style="list-style-type: none"> <li>Initial workshop held with Executive.</li> <li>Further discussion awaiting arrival of the Manager – Organisational Development.</li> <li>Detailed discussion to be had with the Elected Members in 2020, prior to the budget being set.</li> </ul>	
4. Implement identified resourcing changes within the financial parameters afforded in the 2019/20 budget, by 30 <sup>th</sup> November 2019.	<ul style="list-style-type: none"> <li>The four positions identified in the budget were: <ul style="list-style-type: none"> <li>➢ Events officer – position filled</li> <li>➢ 2 x outdoor staff – positions filled</li> <li>➢ Senior HR role – commences on 9<sup>th</sup> December 2019.</li> </ul> </li> </ul>	
5. Progress the Community and Recreation Hub project in line with the milestones as established by the Federal and State Government funding partners and as documented within the funding agreements executed (to 30 <sup>th</sup> June 2020 and on-going).	<ul style="list-style-type: none"> <li>Series of briefings and reports undertaken throughout the year, culminating in: <ul style="list-style-type: none"> <li>➢ Wrap-up briefing on 22<sup>nd</sup> October 2019.</li> <li>➢ Presentation of eight reports to the Regional Sport and Recreation Centre Committee on 12<sup>th</sup> November 2019; and</li> <li>➢ Decision put to Council on 19<sup>th</sup> November 2019.</li> </ul> </li> </ul>	
6. Review communication/engagement channels between elected members and staff by 30 <sup>th</sup> November 2019.	<ul style="list-style-type: none"> <li>Situation reviewed and all staff briefed on 25<sup>th</sup> and 26<sup>th</sup> June 2019.</li> <li>Confirmation of instruction to all staff sent on June 2019.</li> <li>Confirmation of instruction sent to Elected Members on 2<sup>nd</sup> July 2019.</li> </ul>	



ITEM	COMMENTARY	RAG RATING
7. Review the information sharing and decision making structures of the Council (Committees, Informal Gatherings and Friday Edition) by 30 <sup>th</sup> November 2019.	<ul style="list-style-type: none"> <li>Briefing provided to Elected Members on 30<sup>th</sup> July 2019 and Council decision made on 20<sup>th</sup> August 2019, relating to Committee structure.</li> <li>Approach taken to forward plan wherever possible briefings and to find a consistent night for Council activities.</li> <li>Feedback on the current Memo and Friday Editions sought on 7<sup>th</sup> November 2019. Five responses supportive of current arrangements and suggestion of an e-solution as an enhancement.</li> </ul>	
8. Establish working relationships with the key stakeholders within the community and the region (e.g. business / tourism / health / education / parliamentary members / regional councils / RDA / LCLGA) by 30 <sup>th</sup> June 2020.	<ul style="list-style-type: none"> <li>Work has commenced in this space, many introductions made, and meetings held with a range of individuals and group, together with regional and state bodies.</li> <li>Work will remain on-going through a variety of approaches and in response to changes in personnel in the region.</li> </ul>	

**KEY**

Ahead of Schedule		On Schedule		Behind Schedule	
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### **ATTACHMENT 3 – PERSONAL STATEMENT ON MY PERFORMANCE OVER THE LAST SIX MONTHS**

I write to give you my thoughts on my performance over the last six months, to assist you with your deliberations as to how to move forward with my probation. I have arrived in Mount Gambier with much to learn – I do not know enough about the city or region and I know that I am not the best Chief Executive Officer (CEO) in the world. I have been reliant on my team as I find my feet and the structure and gaps have also made that a challenge.

The biggest challenge has been to try to learn some of the above, whilst also trying to learn about the Community and Recreation Hub. This project has been a significant drain on the ability, resources and resilience of the executive, which has had significant impact across the organisation.

The impact of the way the general managers and managers have been treated and the way they have treated their reports, the systems in place to give them all support and the personalities involved, showed clearly in the Employee Engagement work. I have tried to recruit support for a key role in supporting me with organisational development and this has taken time to get someone of the standard this city and this organisation needs.

I am starting to build the staff team and there are so many in the administration who want to be able to move this organisation forward with me. There also remain a small number of squeaky wheels who do not want change and wish things were as they were some years ago. In time, they will need to make decisions as to whether they wish to stay with the City of Mount Gambier. I will not be tolerating the undermining behaviours of staff that have presented themselves in the first six months.

Finding high calibre people to join the City of Mount Gambier team is going to be an on-going challenge and will affect resourcing. The Council is lean and unbalanced in some areas, which will require growth over time, but the growth will need to be targeted at emerging services as a result of strategic planning decisions over the coming months. Again, the Community and Recreation Hub will have an impact in this area.

The Council has a great range of places and spaces, which are well maintained and cared for by a passionate and motivated team. They want to do the best for their city. Some of our buildings and facilities are showing signs of their age and there needs to be a period of renovation and an assessment of what we can afford, including an end to the age of entitlement and exclusivity.

A focus on jobs led growth for the city will help us address many of the financial challenges we face as a Council and as a community. Growth on the back of our differences, our geography and our opportunities will enable us to remain liveable and to improve further with better healthcare, education and professional services, which in turn will support our other commercial activities. An improved range of planning settings and processes will help create opportunities.

Tourism and recreation will continue to be a key part of our economy, but there is a need for a step change in this area. We need to find our point of difference and give more people a clear reason to stay here rather than passing through. There will be a need for a hero attraction to help turn a drive by into an overnight and a single night into an extra one.

It has been a privilege to be given a CEO's job in a provincial city and be trusted to deliver at a pivotal time in the Council's progress. I am enjoying the challenge immensely and am looking forward to moving my wife and daughter down here later this year and not having to commute so much, so often. We are committed to being a part of the future of this city and this region and I hope that you will consider my start to be good enough, to complete my probation and to enable me to move forward to deliver with you on all the other important things that the Council has to grasp.

Yours faithfully



**ANDREW MEDDLE**  
CHIEF EXECUTIVE OFFICER

**CONSIDERATION FOR KEEPING ITEMS CONFIDENTIAL**

1. In accordance with Sections 91(7) and 91(9) of the *Local Government Act 1999* the Council orders that the report 5.1 AR19/59690 Chief Executive Officer Probationary Period and its attachments, the discussion and the resolution/s and minutes arising from the report, having been considered by the Council in confidence under Section 90(2) & (3) (a) be kept confidential and not available for public inspection until one year after the completion of the Chief Executive Officer's employment.
2. Further that Council delegates the power to review, revoke, but not extension of the confidential order to the Chief Executive Officer in accordance with the provisions of Section 91(9)(c) of the *Local Government Act 1999*.

CONFIDENTIAL

**MINUTES OF CONFIDENTIAL SPECIAL COUNCIL MEETING  
HELD AT THE COUNCIL CHAMBER, CIVIC CENTRE, 10 WATSON TERRACE, MOUNT  
GAMBIER  
ON THURSDAY, 21 NOVEMBER 2019 AT 6.30 P.M.**

**PRESENT:** Mayor Lynette Martin (OAM), Cr Sonya Meziniec, Cr Kate Amoroso, Cr Christian Greco, Cr Ben Hood, Cr Paul Jenner, Cr Frank Morello, Cr Steven Perryman

**5 NEW CONFIDENTIAL ITEMS**

**5.1 CHIEF EXECUTIVE OFFICER PROBATIONARY PERIOD – REPORT NO. AR19/59690**

**RESOLUTION 2019/349**

Moved: Cr Christian Greco  
Seconded: Cr Paul Jenner

**CONSIDERATION FOR EXCLUSION OF THE PUBLIC**

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public, except Mayor L Martin, Councillors S Meziniec, K Amoroso, C Greco, B Hood, P Jenner, F Morello and S Perryman be excluded from attendance at the meeting for the receipt, discussion and consideration in confidence of Agenda Item 5.1 AR19/59690 Chief Executive Officer Probationary Period.

The Council is satisfied that, pursuant to section 90(3) (a) of the Act, the information to be received, discussed or considered in relation to the Agenda Item is:

- information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because This report deals with the probationary period of the Chief Executive Officer, as specified in the contract of employment between him and the City of Mount Gambier.

**CARRIED**

The Mayor sought the approval of at least two-thirds of the members present at the meeting to suspend meeting procedures:

Purpose of the Suspension: to discuss Item 5.1

Carried by more than two-thirds of the members present at the meeting.

Meeting Procedures were suspended at 8.00 p.m.

The Mayor determined that the period of suspension should be brought to an end;

Carried by more than two-thirds of the members present at the meeting.

The Period of Suspension came to an end and Meeting Procedures resumed at 8.50 p.m.



## MOTION

Moved: Cr Frank Morello

Seconded: Cr Ben Hood

1. That Council Report No. AR19/59690 titled 'Chief Executive Officer Probationary Period' as presented on 21 November 2019 be noted.
2. That Council wishes to provide the CEO with the following feedback:
  - Comments for Improvement
    - a) More detail in Agendas;
    - b) Only time sensitive urgent motions to go direct to Council;
    - c) Motions from Elected Members to appear as written;
    - d) To be more receptive to Elected Members sentiments at Briefings;
    - e) That Elected Members be informed when the CEO is taking Leave of Absence from Council;
    - f) Consideration to place items In Confidence if they are personally sensitive to staff – i.e. staff can be identified from the context;
    - g) CEO to investigate grievance policy between Elected Members and staff.
  - Positive Comments:
    - a) Prompt notification to the Elected Members of significant issues;
    - b) Good listener;
    - c) Good talker in the community;
    - d) Articulate;
    - e) Positive attitude and friendly approach;
    - f) Ability to get across detail of Recreation Centre project quickly;
    - g) Promptly dealing with complaints against Tourism and Economic Development Manager;
    - h) Disclosure of concerns with Recreation Centre.
3. That Council consider that the Chief Executive Officer, Andrew Meddle, has completed his probationary period satisfactorily.

## AMENDMENT

Moved: Cr Paul Jenner

Seconded: Cr Christian Greco

1. That Council Report No. AR19/59690 titled 'Chief Executive Officer Probationary Period' as presented on 21 November 2019 be noted.
2. That Council wishes to provide the CEO with the following feedback:
  - Comments for Improvement



- a) More detail in Agendas;
  - b) Only time sensitive urgent motions to go direct to Council;
  - c) Motions from Elected Members to appear as written;
  - d) To be more receptive to Elected Members sentiments at Briefings;
  - e) That Elected Members be informed when the CEO is taking Leave of Absence from Council;
  - f) Consideration to place items In Confidence if they are personally sensitive to staff – i.e. staff can be identified from the context;
  - g) CEO to investigate grievance policy between Elected Members and staff.
- Positive Comments:
    - a) Prompt notification to the Elected Members of significant issues;
    - b) Good listener;
    - c) Good talker in the community;
    - d) Articulate;
    - e) Positive attitude and friendly approach;
    - f) Ability to get across detail of Recreation Centre project quickly;
    - g) Promptly dealing with complaints against Tourism and Economic Development Manager;
    - h) Disclosure of concerns with Recreation Centre.

3. That Council wish to extend the probationary period for a further three months.

The Amendment was put and became the Motion and as the Motion was

CARRIED

**RESOLUTION 2019/350**

Moved: Cr Paul Jenner

Seconded: Cr Christian Greco

1. That Council Report No. AR19/59690 titled 'Chief Executive Officer Probationary Period' as presented on 21 November 2019 be noted.
2. That Council wishes to provide the CEO with the following feedback:
  - Comments for Improvement
    - a) More detail in Agendas;
    - b) Only time sensitive urgent motions to go direct to Council;
    - c) Motions from Elected Members to appear as written;
    - d) To be more receptive to Elected Members sentiments at Briefings;
    - e) That Elected Members be informed when the CEO is taking Leave of Absence from Council;
    - f) Consideration to place items In Confidence if they are personally sensitive to staff – i.e. staff can be identified from the context;
    - g) CEO to investigate grievance policy between Elected Members and staff.





- Positive Comments:
  - a) Prompt notification to the Elected Members of significant issues;
  - b) Good listener;
  - c) Good talker in the community;
  - d) Articulate;
  - e) Positive attitude and friendly approach;
  - f) Ability to get across detail of Recreation Centre project quickly;
  - g) Promptly dealing with complaints against Tourism and Economic Development Manager;
  - h) Disclosure of concerns with Recreation Centre.

3. That Council wish to extend the probationary period for a further three months.

**CARRIED**

#### **RESOLUTION 2019/351**

Moved: Cr Ben Hood  
Seconded: Cr Paul Jenner

#### **CONSIDERATION FOR KEEPING ITEMS CONFIDENTIAL**

1. In accordance with Sections 91(7) and 91(9) of the *Local Government Act 1999* the Council orders that the report 5.1 AR19/59690 Chief Executive Officer Probationary Period and its attachments, the discussion and the resolution/s and minutes arising from the report, having been considered by the Council in confidence under Section 90(2) & (3) (a) be kept confidential and not available for public inspection until one year after the completion of the Chief Executive Officer's employment.
2. Further that Council delegates the power to review, revoke, but not extension of the confidential order to the Chief Executive Officer in accordance with the provisions of Section 91(9)(c) of the *Local Government Act 1999*.

**CARRIED**

