



**Shire of Sandstone**

23 Hack Street

SANDSTONE WA 6639

Telephone: (08) 9963 5802

Fax : (08) 9963 5852

Email: [ceo@sandstone.wa.gov.au](mailto:ceo@sandstone.wa.gov.au)

## **Deputy Chief Executive Officer**

### **EMPLOYMENT INFORMATION & APPLICATION PACKAGE**

**November 2024**

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# 1 Position Advertisement



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**Shire of Sandstone**  
**Deputy Chief Executive Officer**  
**(Package negotiable up to \$203,575)**

The Shire of Sandstone is seeking the services of a suitably experienced Deputy Chief Executive Officer

The Shire is situated halfway between Mount Magnet and Leinster, right in the heart of the spectacular east Murchison District. Sandstone is where you've got the action of gold prospecting and the industry of mining and pastoral stations, all coexisting with a rapidly growing tourism industry. Experience the oasis of the Murchison with its red terrain and vivid blue skies. Sandstone has a 24-hour card operated self-serve fuel station, selling diesel and unleaded petrol. Shopping is limited but a free community bus travels to Mount Magnet fortnightly and in between time the town boasts a very popular café that services locals and visitors alike.

The RFDS provides a doctor service fortnightly, and a telehealth service will be available shortly.

As Deputy Chief Executive Officer, you will assist the CEO in the overall corporate responsibility for the organisation. You will have excellent and genial communication skills, help to foster a customer service focus, a positive team culture, a cohesive relationship with the Council and the community. You will take responsibility for administration management of the Shire office, Café, Visitors Centre and Caravan Park, and liaise with the Shire Accountant on financial matters.

Having excellent knowledge of the broad workings of local government is essential as will having worked within a senior management capacity in local government. Practical knowledge of the outside operations of a small, remote Shire, including but not limited to parks and gardens, road construction and maintenance, waste management and project management will be highly valued.

The successful applicant will negotiate a performance based 3 or 5-year contract which includes an attractive remuneration package negotiable up to \$203,575.00 which includes a negotiable cash component plus five weeks annual leave, up to 17.5% superannuation (conditional), unrestricted use of a motor vehicle and rent-free housing and subsidised utilities.

Interested persons can obtain an Information Package & Selection Criteria by downloading the documents at <https://www.fitzgeraldstrategies.com.au/local-government-job-vacancies/> or by calling Mike FitzGerald on 0419907443.

Applications including a Curriculum Vitae and statement addressing the Selection Criteria should reach Mike FitzGerald of Fitz Gerald Strategies 9 The Crest CANNING VALE WA 6155 or preferably an electronic application emailed to [mike@fitzgeraldstrategies.com.au](mailto:mike@fitzgeraldstrategies.com.au) by the close of business **Monday 16 December 2024**.

Peter Money  
Chief Executive Officer  
Shire of Sandstone  
23 Hack Street  
Sandstone WA 6639

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## 2 Information for Applicant

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

### **Selection on the Basis of Merit**

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

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

### **What to include in your application**

Your application should include the following information:

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

Applications should preferably be scanned and lodged by email.

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

### **Statement Addressing Selection Criteria**

Your application should contain a concise statement specifically addressing each of the KEY SELECTION CRITERIA in the Position Description in this information package with examples, which demonstrate how you meet the requirements of each objective. Address each item separately and make your comments are adequate enough to demonstrate your ability to meet the criteria.

### **Résumé /CV**

You should attach a copy of your current resume, listing academic achievement,

professional training, memberships and relevant employment history.

### **Referees**

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

### **One copy only**

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

### **Address for Applications**

Electronic applications are preferred, sent to [mike@fitzgeraldstrategies.com.au](mailto:mike@fitzgeraldstrategies.com.au).

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

Deputy Chief Executive Officer Application  
Shire of Sandstone  
9 The Crest  
CANNING VALE WA 6155

### **Late Applications**

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

### **Post Application Process**

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

### **Pre-employment Medical**

The successful applicant will be required to undertake a pre-employment medical examination, prior to commencement, at the Council's expense.

### **Further Information**

Should you require further information about the position, please contact the CEO on ☎(08) 9963 5802 or

[ceo@sandstone.wa.gov.au](mailto:ceo@sandstone.wa.gov.au).

For more information on the Shire please refer to the website at [www.sandstone.wa.gov.au](http://www.sandstone.wa.gov.au)

### 3 Notional Remuneration Package

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#### **NOTIONAL SALARY PACKAGE AND CONDITIONS**

##### **DEPUTY CHIEF EXECUTIVE OFFICER (MAXIMUM TERM NEGOTIATED CONTRACT POSITION)**

A rewards package negotiable depending on experience to including a negotiable cash component, plus five weeks annual leave, up to 17.5% superannuation, unrestricted business and private use of a vehicle (in accordance with Council Policy) and free housing and subsidised utilities, will be negotiated.

##### **Summary of Notional Salary Package**

Based on the Salary and Allowances Tribunal Band 4 the negotiable Salary Package may be negotiated as per the following: –

Cash Component	\$145,000.00
Superannuation (SGC – 11.5%)	\$16,675.00
Sandstone Location Allowance	\$3,000.00
Superannuation Voluntary (6%)	\$8,700.00
<b>CASH TOTAL</b>	<b>\$173,375.00</b>
Communications Subsidy (Unused not cashed out)	\$2,000
Utility Subsidy (Water, Electricity and Gas)	\$3,000
Fringe Benefits Tax on benefits provided	\$8,500
Private usage of vehicle	\$8,500
Shire housing	\$5,200
Professional Development	\$3,000
<b>TOTAL</b>	<b>\$203,575.00</b>

## 4 Model Contract & Position Description

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### THIS CONTRACT OF EMPLOYMENT

is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021

### BETWEEN:

1. **Shire of Sandstone**  
**23 Hack Street**  
**SANDSTONE WA 6639**  
**(Employer)**

and

- 2 **Name**  
**Address**  
**Address**  
**(Employee)**

### 1. POSITION

- 1.1 The position is that of Deputy Chief Executive Officer of the Local Government. This contract relative to that position is made under and subject to the Local Government Act 1995.

### 2. DEFINITIONS

In this Contract:

- 2.1 "Act" means the *Local Government Act 1995*;
- 2.2 "Award" means the Local Government Officers' (Western Australia) Interim Award 2011
- 2.3 "CEO" means the Chief Executive Officer of the Local Government;
- 2.4 "Confidential Information" means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements and things (other than an agreement or thing which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of the Council or any undertaking from time to time carried out by the Council.
- 2.5 "Council" means the Council of the Local Government;
- 2.6 "DCEO" means the Deputy Chief Executive Officer of the Local Government
- 2.7 "Long Service Leave Regulations" means the Local Government (Long Service Leave) Regulations.
- 2.8 "Policies" means the policies adopted by Council.
- 2.9 "Position" means the office or position defined in Clause 1.
- 2.10 "Remuneration Package" means the total of the remuneration package specified in Clause 12.

2.11 Term" means, the term specified in Clause 4.

### **3. CONSTRUCTION**

Unless expressed to the contrary, words importing:

3.1 The singular include the plural and vice versa.

3.2 If a word or phrase is defined, cognate words or phrases having corresponding definitions;

A reference to:

3.3 A person includes a firm, an unincorporated association, an incorporated association, a corporation and a government or statutory body or authority.

3.4 A person includes their legal personal representatives, successors and assigns.

3.5 A statute, ordinance, code, regulation, award or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

3.5 A right includes a benefit, remedy, discretion, authority or power.

3.6 An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation.

3.7 Provisions or terms of this Contract, or another document, contract, understanding or arrangement include a reference to both express and implied provisions and terms.

3.8 This Contract or any other document includes this Contract or other document as varied or replaced and notwithstanding any change in the identity of the parties.

3.9 Writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions or other electronic mail or transmissions.

3.10 Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to anyone or more of them.

3.11 Headings are for convenience only and do not affect the interpretation of this Contract.

### **4. TERM OF EMPLOYMENT**

Subject to the terms and conditions contained in this contract, the Local Government will employ the DCEO for a term of 3 years, commencing on the <<insert date>> and expiring on the <<insert date>>. The first six months of the term shall serve as a probation period during which either party may terminate the contract for any reason by giving the other party 1 month's notice or by paying the other party 1 month's salary in lieu of notice.

## **5. FURTHER CONTRACTS**

There is no compulsion on either the CEO or the DCEO to agree to a new Contract. The CEO and/or the DCEO shall initiate discussions not later than 6 months prior to the expiry of the Term for the parties to enter into a new Contract for a further term with the CEO making a decision to finalise those discussions not later than 3 months prior to the expiry of the term of this Contract. In the event that the CEO and the DCEO agree to a new contract, a new contract will be executed.

## **6. DEPUTY CHIEF EXECUTIVE OFFICER'S DUTIES AND FUNCTIONS**

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

- 6.1 set out in the Position Description and as varied from time to time by agreement between the parties;
- 6.2 set out in the policies of the Local Government as adopted by the Local Government from time to time during the term of employment;
- 6.3 imposed by the Act or in any other statute and associated regulations relevant to the position.

The DCEO shall:

- 6.4 work such reasonable hours as are necessary to carry out the duties and functions of the position;
- 6.5 observe and carry out all lawful directions given by the CEO, in relation to the performance of the DCEO's duties and functions under this Contract.
- 6.6 disclose any financial or other interest relating to the business of the Local Government in accordance with the Act or which conflicts or may conflict with the discharge of the duties and functions of the office and comply with any reasonable direction given by the CEO in respect of that interest;
- 6.7 devote the whole of his/her professional effort to his/her employment and will not hold any position or take on any activities which may in any way be seen to conflict with the DCEO's obligations under this contract unless approved by the CEO.

## **7. PERFORMANCE CRITERIA**

7.1 The position of DCEO will be the subject of two sets of performance criteria:

- 7.1.1 A "generic" set of ongoing performance requirements centered around the Chief Executive Officer's accountability for giving effect to responsibilities in a manner agreeable to Council as follows:
  - 7.1.2 the extent to which the Deputy Chief Executive Officer is effective and efficient in the management, development and coordination of the resources of the Shire;
  - 7.1.3 the extent to which the Deputy Chief Executive Officer is committed to innovation and review in the planning and delivery of services determined by the Council;
  - 7.1.4 the manner by which the Deputy Chief Executive Officer maintains and enhances a corporate approach within the Shire;
  - 7.1.5 the nature of relationships with the CEO, Council, Senior Staff, other staff and community;



- 7.1.6 the extent to which the Deputy Chief Executive Officer projects the image of the Shire;
- 7.1.7 the extent which the Deputy Chief Executive Officer identifies project funding and delivers the completion of projects;
- 7.1.8 the manner by which the Deputy Chief Executive Officer implements the programs and policies of the Council and the extent to which these policies are communicated to the public;
- 7.1.9 the extent to which the Deputy Chief Executive Officer maintains and enhances the reputation of the Shire as a provider of cost effective services for the community.
- 7.1.10 the manner and effectiveness of the internal and external communications of the Deputy Chief Executive Officer;
- 7.1.11 the extent to which the Deputy Chief Executive Officer is committed to forward planning in the management of the Council's resources and the review of formulation of policies.

7.2 Specific and measurable performance targets relating to the DCEO's core duties:

7.2.1 The DCEO is the assistant to the principal adviser to the Council.

7.2.1.1 Councillors receive their meeting agendas in accordance with Council Policy or earlier.

7.2.1.2 The advice provided to Council is accurate, comprehensive and timely.

7.2.1.3 The advice to Council includes all relevant information and clear recommendations.

7.2.1.4 All the Minutes are prepared and circulated to Council within the time period specified in the relevant legislation.

7.3 The DCEO, as the assistant to the principal officer, is responsible for everything within the DCEO's sphere of influence that happens in the Shire's operations, including designated projects

7.3.1 Financial Management

7.3.1.1 Support the Contract Accountant and CEO in preparing the annual budget.

7.3.1.2 Under guidance from the Shire Accountant, ensure the recording and payment of creditors, debtors, and invoicing are carried out in accordance with Regulations.

7.3.1.3 Oversee and support the payroll functions.

7.3.1.4 Ensure there are policies, practices and procedures in place that are established and documented to ensure prudent management of the

Shire's finances in accordance with the Local Government Financial regulations 1996 and other relevant legislation.

7.3.1.5 Support the Contract Accountant to ensure budget reviews are prepared and presented for adoption within the statutory timeframes.

7.3.1.6 Ensure the Shire complies with all other requirements of the legislation including but not limited to:

7.3.1.7 With the Accountant and CEO ensure a satisfactory audit report

7.3.1.8 Rates and sundry debts are collected in a timely manner and in general bad debts and write offs are kept at a minimum.

7.3.1.9 Oversee all purchasing ensuring it is carried out in accord with Council's policies, practices and procedures and the Local Government Functions and General Regulations 1996.

#### 7.4 Legal

7.4.1 That the DCEO in liaison with the CEO ensures the prudent obtaining and implementation of sound legal advice from a competent law firm on all matters where Council may have an exposure to legal action

7.4.2 That substantial project contracts and other associated legal documents are reviewed by the Shire's lawyers such that Council is not exposed to documents that have been drafted by unqualified persons (e.g. Jack the Builder.)

#### 7.5 Management of Human Resources

7.5.1 That the DCEO maintains the timely delivery of Shire's corporate and strategic objectives and plans

7.5.2 That staff turnover is kept to an acceptable level having regard for the historic figures of the Shire, the levels of staff turnover in similar Shires in the region and the cyclical career changes made by Local Government employees

7.5.3 That human resource policies, practices and procedures are compliant with the relevant legislation and common law particularly in relation to matters such as OSH, recruitment, discipline and terminations, remuneration and other employment benefits, equal employment opportunities, training and staff development and the employment of local residents

7.5.4 That staff performance reviews and probation reviews are conducted annually and/or in a timely manner and information provided to Council detailing the due dates of and actual dates of each staff review

#### 7.6 Public Relations and Relationships

7.6.1 That the DCEO maintains positive working relationships with other local governments and other agencies in the region

7.6.2 That the DCEO manages relationships with the public, electors and residents in such a way as enhances the image and reputation of the Shire.

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

## **8. PERFORMANCE REVIEWS**

- 8.1 CEO will ensure that a review of the DCEO's performance is conducted annually or more frequently if the CEO or the DCEO perceives there is a need to do so.
- 8.2 In any case, a performance review will be initiated at the conclusion of 12 months service and then annually thereafter.
- 8.3 Performance reviews will be conducted in accordance with the provisions of this contract;
- 8.4 Where an external facilitator is to be used, both parties must agree to the nominated facilitator.
- 8.5 The DCEO will prepare and submit to the council and/or facilitator an assessment of his/her own performance prior to the assessment by council.
- 8.6 The final report on the performance of the DCEO is to be forwarded to the CEO for consideration to either accept or reject the report.

## **9. CONFIDENTIAL INFORMATION**

- 9.1 The DCEO shall not divulge any confidential information about the Local Government both during and after his/her term of employment with the Local Government. Confidential information includes all information and intellectual property relating to the functions and operations of the Local Government which is not made available to the public.
- 9.2 In the event of termination, the DCEO must deliver to the Local Government all confidential information relating to the local government in the CEO's possession and must not keep or make copies of such information.

## **10. CONDUCT**

- 10.1 The DCEO shall at all times carry out his/her duties and functions in the best interests of the Local Government and ensure that the DCEO's actions do not bring the Local Government into disrepute or cause the Local Government damage.
- 10.2 The DCEO will comply with the code of conduct adopted by the Local Government pursuant to section 5.103 of the Act or as prescribed in Regulations under the Act.

## **11. SUSPENSION**

- 11.1 The CEO may suspend the DCEO from duty on full pay during any period in which the DCEO has been charged with a criminal offence or a Local Government offence, and that charge has not been determined or where the CEO deems it necessary to suspend the DCEO for a reasonable period so as to allow the CEO to investigate any serious allegations against the DCEO in respect to misconduct or a breach of this contract.

## 12. REMUNERATION

The remuneration package is comprised as follows.

### Total Reward Package Components

Cash Component	\$Negotiable
Superannuation (SGC – 11.5%)	\$Negotiable
Superannuation (6%)	\$Negotiable
Communications Subsidy (Unused not cashed out)	\$ Negotiable
Utility Subsidy (Water, Electricity and Gas)	\$ Negotiable
Fringe Benefits Tax on benefits provided	\$Estimated
Private usage of vehicle	\$Negotiable
Shire housing	\$ Negotiable
Professional Development	\$ Negotiable
<b>TOTAL PACKAGE</b>	<b>\$ Negotiable</b>

Agreed benefit values are:

### 12.2 Cash Salary

12.2.1 The Remuneration Package referred to in subclause 12.1 shall be reviewed annually by the CEO. There is no obligation on the CEO to increase the salary or amount of the remuneration package. A review shall not result in a decrease in the Total Reward Package.

12.2.2 The DCEO's salary shall be payable fortnightly, in arrears to an account nominated by the DCEO.

### 12.3 Superannuation Contributions

12.3.1 The Local Government will make Superannuation Guarantee Contributions during the term of the contract of 11.5% of the Deputy Chief Executive Officer's base salary or such higher percentage as the Government may legislate for from time-to-time.

12.3.2 Subject to the DCEO making salary sacrifice contributions to superannuation up to the maximum allowable employee's contributions under the legislation, the local government shall make an additional contribution equivalent to 6% of the DCEO's base salary and any isolation allowance paid.

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

### 12.4 Gas, Electricity & Water Allowance

12.4.1 This allowance is calculated on an FBT-year basis (i.e. From 1 April to 31 March in the following year). Part-year entitlements are calculated on a pro rata basis.

12.4.2 For employees' resident in the Shire-owned dwellings, the Shire will continue to subsidise the gas, electricity and water bills.

### 12.5 Fringe Benefits Tax

12.5.1 The Local Government shall pay any liability with respect to Fringe

Benefits Tax incurred as a result of the benefits provided in this Contract, or the ordinary carrying out of Local Government business by way of functions or travelling.

## 12.6 Other benefits (not included in the Total Reward Package)

### 12.6.1 Motor Vehicle

12.6.1.1 The Local Government may provide for the unrestricted use of the DCEO a motor vehicle with minimum seating capacity of five persons; fitted with bull-bar, towbar, window tint, floor mats, dash mat, seat covers, Sat phone, new UHF radio, first aid kit, fire extinguisher, Spotlights.

12.6.1.2 Except as provided for in subparagraph 12.9.1.3 (b) of this Agreement, the Local Government shall be responsible for all running costs of the motor vehicle including, but not limited to all registration, insurance, fuel and maintenance costs of the motor vehicle.

12.6.1.3 The DCEO is responsible for:

- a) Keeping a motor vehicle log book for the first three months of employment, and for three months immediately following the allocation of any replacement vehicle; and
- b) The DCEO is personally responsible for the motor vehicle being maintained, serviced and cleaned in an appropriate manner.

12.6.1.6 Private use entitles the DCEO and a driver designated by the DCEO to use the motor vehicle for both business and private purposes in Western Australia and for business and private travel within the state of Western Australia in accordance with Council Policy:

- (a) the terms and conditions of the Local Government's insurance policy in respect of the vehicle in place from time to time with which the CEO agrees to comply; and,
- (b) Council to meet all operating expenses other than the DCEO shall pay for fuel used during periods of annual leave and that the vehicle shall not be available during periods of long service leave.
- (c) the DCEO's vehicle is to be made available as the Pool Vehicle when it is not being used by the DCEO.
- (d) where there is any inconsistency between this Contract and the Council's Vehicle Policy, then the provisions of the Council Policy shall prevail to the extent of the inconsistency.

### 12.6.2 Housing

12.6.2.1 The Local Government shall provide, free of rental, the partly furnished residence to be allocated to the DCEO for their use during the life of this contract.

### 12.6.3 Salary Sacrifice

12.6.3.1 The DCEO may elect to enter into a salary sacrifice arrangement with the Local Government in relation to superannuation contributions to a complying fund or funds of the DCEO's choice up to a maximum permitted by law.

12.6.3.2 The DCEO may elect to enter into a salary sacrifice arrangement with the Local Government in respect to other FBT free or FBT exempt items.

12.6.3.3 Where the DCEO elects to enter into any salary sacrifice arrangement in accordance with 12.6.3 above, the cash salary payable in accordance with this Contract shall be reduced accordingly.

### 12.6.4 Tax Effective Packaging

12.6.4.1 The parties agree that at any time during the term of this Contract they may enter into negotiations and agree to vary any elements of the remuneration package provided in this Contract with a view to making the remuneration package most tax effective and to the parties mutual advantage, provided that such variation shall not add to the cost to the Local Government and are lawful.

### 12.6.5 Relocation

12.6.5.1 On condition that the DCEO remains in the Local Government's employment for a period of at least two years, the Local Government shall pay, on the production of tax invoices by the DCEO, reasonable packaging and removalists expenses incurred by the DCEO for removal of the DCEO's furniture and personal effects from the current residence to Sandstone in WA.

12.6.5.2 If the DCEO's employment with the Local Government is terminated for any reason at any time within the first 12 months of engagement, the DCEO shall be liable to reimburse 50% of the packaging and removalist expenses to the Local Government on termination.

12.6.5.3 If the DCEO's employment with the Local Government is terminated for any reason at any time after 12 months and before 24 months of engagement, the DCEO shall be liable to reimburse 25% of the packaging and removalist expenses to the Local Government on termination.

12.6.5.4 The DCEO hereby authorises the Local Government to deduct any amounts that he/she may be liable to reimburse to the Local Government in accordance with 12.6.5.2 or 12.6.5.3 above from any monies due and payable to the DCEO in accordance with this Contract at termination.

12.6.5.5 The costs of relocating household goods, personal effects, furniture and transport of personal vehicles shall be reimbursed to a maximum value of \$6000.

### 12.6.6 Valuation

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

12.6.6.2 Any change in valuation of any component of the remuneration package shall not reduce the total value of the remuneration package:

### **13. LEAVE**

#### 13.1 Annual Leave

13.1.1 The DCEO is entitled to five weeks' paid Annual Leave each year, to be taken during agreed periods. No leave loading is to be paid as the remuneration package is deemed to be sufficient to compensate for leave loading.

#### 13.2 Long Service Leave

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

#### 13.3 Personal Leave

13.3.1 Personal Leave shall be in accordance with the Local Government Officers' (Western Australia) Award 2021;

13.3.2 Bereavement Leave shall be in accordance with the Local Government Officers' (Western Australia) Award 2021;

#### 13.4 Parental Leave

13.4.1 Parental Leave shall be in accordance with the Local Government Officers' (Western Australia) Award 2021;

#### 13.5 Public Holidays

13.5.1 Public Holidays shall be in accordance with the Local Government Officers' (Western Australia) Award 2021;

### **14. TERMINATION**

#### 14.1 Termination at End of Term

14.1.1 The employment of the DCEO shall, unless the term is extended, terminate on the expiry of the term (ie. On the date specified in clause 4) without requirement of either party giving notice.

#### 14.2 Termination on Notice for Any Reason

14.2.1 Notwithstanding the prescribed term, either party may terminate the DCEO's employment for any reason during the term by written notice in accordance with this sub-clause.

14.2.2 Either party may terminate the DCEO's employment for any reason by giving 3 months written notice of termination to the other or by payment in lieu of notice by the party giving notice.

4.2.3 Alternatively to sub-clause 14.2.2, the CEO may terminate the DCEO's employment:

14.2.3.1 Summarily if the DCEO's conduct is such as to justify summary termination at common law; or the DCEO commits any wilful or serious misconduct or wilful neglect in the discharge of the DCEO's responsibilities or obligations under this Contract; or wilfully disobeys any reasonable and lawful order or direction by the Council; or is convicted and under

sentence for a crime or has been convicted of a serious Local Government offence within the meaning of section 2.22 of the *Act*; or

14.2.3.2 On 4 weeks written notice to the DCEO on the grounds of the DCEO's misconduct or poor performance.

#### 14.3 Payment In Lieu Of Notice

14.3.1 The CEO may elect to pay the DCEO in lieu of notice, in which event the DCEO's employment will terminate immediately upon such payment being made. For the avoidance of doubt, payment in lieu of notice shall be at the remuneration package rate.

14.3.2 If the DCEO fails to give notice in accordance with this clause, the Local Government may deduct an amount equal to the sum the CEO would have earned during the notice period from any moneys held by the Local Government and which otherwise would have been due and payable to the DCEO.

14.3.2 The maximum amount of remuneration payable to the DCEO on termination, for any reason, is not to exceed 3 months remuneration.

#### 14.4 Work During Notice

14.4.1 The CEO may, as an alternative to payment in lieu of notice, elect for the employment to continue for the notice period but not require the DCEO to work during the period of notice or during any one or more periods during the period of notice.

### 15. INCONSISTENCY AND SEVERANCE

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

15.2 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.

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

15.4 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.

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

### 16. ALTERATIONS TO THIS CONTRACT

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



**17. NOTICES**

Any notice or other communication between the parties:

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

**18. OTHER TERMS AND CONDITIONS**

- 18.1 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

**19. EXECUTION BY THE PARTIES**

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

\_\_\_\_\_  
Peter A. Money

Chief Executive Officer

Signed by:

\_\_\_\_\_  
Name

Deputy Chief Executive Officer

In the presence of:

\_\_\_\_\_

Witness signature

\_\_\_\_\_

Name of Witness

## 5 Cover Sheet – (please attach this form to the front of your application)

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Chief Executive Officer  
Shire of Sandstone  
23 Hack Street  
SANDSTONE WA 6639

Telephone: (08) 9963 5802  
Email: ceo@sandstone.wa.gov.au

PLEASE PRINT IN BLOCK LETTERS	
SURNAME:	
GIVEN NAMES:	
ADDRESS:	
EMAIL:	
CONTACT NUMBERS:	
POSITION APPLIED FOR:	<b>DEPUTY CHIEF EXECUTIVE OFFICER SHIRE OF SANDSTONE</b>

## 6 Declaration Authorisation and Waiver – (please attach this signed declaration to your application).

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### SHIRE OF SANDSTONE

#### APPLICATION FOR POSITION OF DCEO DECLARATION, AUTHORISATION AND WAIVER

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

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

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

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

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

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Signature of Applicant:

Date: