

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Friday 12 May 2023
CONFIDENTIAL AGENDA BUSINESS ITEM**

Item: 8.1

Responsible Officer: Dr Jan-Claire Wisdom
Mayor and Chair Substantive CEO Selection Panel

Subject: Appointment of Substantive Chief Executive Officer

For: Decision

1. Appointment of Substantive Chief Executive Officer – 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:

- Acting Chief Executive Officer, David Waters
- Acting Director Community Capacity, Rebecca Shepherd
- Director Corporate Services, Terry Crackett
- Director Development & Regulatory Services, Natalie Armstrong
- Director Infrastructure & Operations, Peter Bice
- Executive Manager Governance & Performance, Lachlan Miller
- Rebecca Hunt, General Manager Recruitment & HR Consulting, McArthur
- Gregory Georgopoulos

be excluded from attendance at the meeting for Agenda Item 8.1: (Appointment of Substantive Chief Executive Officer) in confidence.

The Council is satisfied that it is necessary that the public, with the exception of Council staff in attendance as specified above, be excluded to enable Council to consider the report at the meeting on the following grounds:

Section 90(3)(a) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this 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).

Accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.

2. Appointment of Substantive Chief Executive Officer – Confidential Item

SUMMARY

Following the resignation of Adelaide Hills Council’s Substantive Chief Executive Officer (CEO) in July 2022, the Council appointed an Acting CEO due to the legislative restrictions associated with appointing a Substantive CEO during an election period and the rationale that the selection process of the next Substantive CEO should be a decision of the new (post-2022 election) Council. The Acting CEO was appointed for the period until the new Substantive CEO commences.

With the election completed, Council resolved to commence the Substantive CEO Recruitment Process and appointed a CEO Selection Panel to manage the process and make a recommendation to Council with regard to the preferred candidate(s) and the terms and conditions of appointment.

The CEO Selection Panel have completed their process and the purpose of this report is to provide Council with details of the process, the preferred candidate and the proposed terms and condition of appointment. The report also provides the advice of the Qualified Independent Person (QIP) as required under the *Local Government Act 1999*.

If Council concurs with the Selection Panel’s recommendation, a delegation is sought for the Mayor to finalise the negotiations and execute an Employment Agreement between Council and the preferred candidate.

RECOMMENDATION

Council resolves:

- 1. That the report be received and noted**
 - 2. That in accordance with s984(4a)(b) of the *Local Government Act 1999*, it has obtained and considered the advice of a qualified independent person, being Ms Rebecca Hunt, as contained in *Appendix 4*.**
 - 3. To appoint Gregory Georgopoulos as the Chief Executive Officer of the Adelaide Hills Council under s98(5) of the *Local Government Act 1999* for a five (5) year period in accordance with the terms and conditions of an Employment Agreement to be finalised, as per Part 4 below, and with a Total Remuneration Package value of no greater than \$290,000.**
 - 4. To authorise the Mayor to negotiate and execute the final terms and conditions of the Employment Agreement between Gregory Georgopoulos and the Council consistent with the provisions of Part 3 above and being materially similar to the draft Employment Agreement in *Appendix 3*.**
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1. BACKGROUND

CEO Resignation

On 26 July 2022, the then CEO, Andrew Aitken, provided Mayor Jan-Claire Wisdom, with a notice of resignation. A termination (settlement) date was to be negotiated and resolved by the Council under the provisions of the Employment Agreement.

At its 23 August 2022 meeting, Council resolved (226/22) in relation to the current CEO's termination (separation date):

2. **To determine that, as a result of negotiation in accordance with clause 14.3.2 of the Employment Agreement, the termination (separation) date for Chief Executive Officer, Andrew Aitken, will be 4.00pm, Friday, the 30th day of September 2022.**

Given the pending resignation and in accordance with the provisions of s98 of the *Local Government Act 1999* (the "Act"), the Council needed to consider the process to undertake the acting and substantive CEO recruitment. A complicating factor is that the 'election period' for the 2022 Local Government Election was to commence on 6 September and expire at the conclusion of the general election. As such, Council was to be in its caretaker period prior to any actions being finalised to recruit and appoint a substantive CEO.

Section 91A(8) of the *Local Government (Elections) Act 1999* prevents councils from making a 'designated decision' during the caretaker (election) period including:

- (a) relating to the employment or remuneration of a chief executive officer, other than a decision to appoint an acting chief executive officer; or

Given these restrictions, Council needed to consider its preferred approach to the recruitment an Acting CEO.

The terminology used to describe the recruitment processes was **Acting CEO** for CEO appointment during the caretaker period and **Substantive CEO** for the subsequent recruitment and appointment after the caretaker period.

At its 23 August 2022 meeting, Council resolved (226/22):

- 3. That in relation to the Acting CEO Recruitment:**
- a. To manage the recruitment process without the engagement of a Recruitment Consultant.**
 - b. To adopt an Internal Recruitment Candidate identification strategy.**
 - c. To adopt a Bespoke Selection Panel model for the Acting CEO Selection Panel.**
 - d. To establish the Acting CEO Selection Panel, for the purposes of s98(4) of the *Local Government Act 1999*, which will commence on 23 August 2022 and remain in effect until Council appoints the Acting CEO.**
 - e. That the Acting CEO Selection Panel will have the following functions:**
 - i. To develop and implement an Expression of Interest process consistent with the resolved Candidate Identification Strategy;**
 - ii. To shortlist applications and conduct interviews with a view to identifying a preferred candidate(s);**
 - iii. To report back and make a recommendation to Council with regard to a preferred candidate(s) and terms & conditions of appointment.**
 - f. To note that the Acting CEO Selection Panel may request advice from an external recruitment consultant as required and that will be procured within existing delegations and budgets.**
 - g. That the Acting CEO Selection Panel will consist of five (5) members as follows: Mayor; Deputy Mayor; Presiding Member of the CEO Performance Review Panel; and two (2) Ordinary Members. The Presiding and Deputy Presiding Member of the Acting CEO Selection Panel will be the Mayor and Deputy Mayor respectively.**
 - h. That a Total Remuneration Package of \$260,000 will be able to be communicated to potential applicants for the role and will form the basis for negotiations with the preferred candidate.**
 - i. That the method of selecting the Acting CEO Selection Panel Ordinary Members will be by an indicative vote to determine the preferred persons for the two (2) positions utilising the Appointments to Positions Process contained in Clause 4.7 Council's *Code of Practice for Council Meeting Procedures*.**
 - j. To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred persons for the Acting CEO Selection Panel Ordinary Member roles and for the meeting to resume once the results of the indicative vote have been declared.**

Carried unanimously

Substantive CEO Recruitment deferral

In relation to the Substantive CEO recruitment, Council resolved (227/22), also at the 23 August 2022 meeting:

18.2.3 Acting and Substantive Chief Executive Officer Recruitment – Acting CEO Selection Panel - Confidential item

(This item is not in confidence)

**Moved Cr Mark Osterstock
S/- Cr Kirrilee Boyd**

227/22

- 1. To appoint Cr Leith Mudge and Cr Ian Bailey as Ordinary Members of the Acting CEO Selection Panel.**
- 2. That in relation to the Substantive CEO Recruitment, that this matter is referred to the incoming Council for decision in December 2022.**

Carried unanimously

Acting CEO Appointment

On the basis of the above resolution (226/22), the Acting CEO Selection Panel consisting of Mayor Wisdom (ex officio - Mayor), Cr Daniell (ex officio - Deputy Mayor), Cr Osterstock (ex officio – Presiding Member CEOPRP), Cr Bailey (Ordinary Member), and Cr Mudge (Ordinary Member) was convened electronically and finalised an Expression of Interest (EOI) process on 29 August 2022.

The EOI was advertised internally for the period 29 August – 4 September 2022. Two EOIs were received and these were considered on 6 September 2022 by the Selection Panel to determine the shortlisting for interview.

Interviews were held on 8 September 2022 with the full Selection Panel and referee reports obtained shortly thereafter.

Council considered the recommendations of the CEO Selection Panel at a Special Council Meeting on 20 September 2022 and resolved:

RELEASED 21 SEPTEMBER 2022

8.1.2 Appointment of Acting CEO – Confidential Item

Moved Cr Ian Bailey
S/- Cr Leith Mudge

246/22

Council resolves:

1. That the report be received and noted
2. To appoint David Waters to the position of Acting Chief Executive Officer of the Adelaide Hills Council for a period commencing 4.01pm Friday 30 September 2022 and concluding upon the commencement of the successful candidate in the (substantive) Chief Executive Officer Recruitment process.
3. To authorise the Mayor to negotiate the final terms and conditions of the Acting Chief Executive Officer's Employment Agreement being materially similar to the draft Employment Agreement in Appendix 1 and with a Total Remuneration Package value of no greater than \$269,582.00.

Carried Unanimously

Substantive CEO Recruitment

At its 20 December 2023 meeting, Council considered a report on Substantive CEO Recruitment and resolved as follows:

12.3 Substantive CEO Recruitment

Moved Cr Mark Osterstock
S/- Cr Chris Grant

293/22

Council resolves:

1. That the report be received and noted.
2. To manage the Substantive CEO recruitment process with a Recruitment Consultant, to be procured by the Administration.
3. To undertake a CEO remuneration benchmarking exercise utilising the Recruitment Consultant.
4. To adopt a Bespoke Selection Panel model for the Substantive CEO Selection Panel.
5. To satisfy the provisions of Section 98(4a) of the *Local Government Act 1999* by determining a Qualified Independent Person prior to considering recommendations for appointment to the Substantive CEO position.

6. That the Substantive CEO Selection Panel:

a. Will have the following functions:

i. in collaboration with the Recruitment Consultant:

- to review and finalise the CEO Position Description (consistent with the provisions of s99 of the Act);
- determine the market approach (mix of media) and candidate assessment tools; and
- division of recruitment actions and responsibilities.

ii. to shortlist and assess candidates in order to determine a preferred candidate(s); and

iii. make a recommendation to Council for appointment of a preferred candidate and the terms and conditions of appointment.

b. Will consist of five (5) members as follows: Mayor; Deputy Mayor; Presiding Member of the CEO Performance Review Panel; and two (2) Ordinary Members. The Presiding and Deputy Presiding Member of the Substantive CEO Selection Panel will be the Mayor and Deputy Mayor respectively.

c. That the method of selecting the Substantive CEO Selection Panel Ordinary Members will be by an indicative vote to determine the preferred persons for the two (2) positions utilising the Appointments to Positions Process contained in Clause 4.7 of Council's *Code of Practice for Council Meeting Procedures*.

d. To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred persons for the Substantive CEO Selection Panel Ordinary Member roles and for the meeting to resume once the results of the indicative vote have been declared.

Carried Unanimously

12.3.1 Substantive CEO Recruitment – Members of Recruitment Panel

Moved Cr Chris Grant

S/- Cr Lucy Huxter

294/22

Council resolves to appoint Cr Mark Osterstock and Cr Kirsty Parkin as Ordinary Members of the Substantive CEO Selection Panel.

Carried Unanimously

In accordance with the 20 December 2022 meeting resolutions, Rebecca Hunt from McArthur was appointed as the Recruitment Consultant and completed the review of the CEO position description and undertook a remuneration review.

The CEO Selection Panel met on 19 and 31 January 2023 and reviewed the draft CEO position description and the remuneration review report, prior to making recommendations to Council.

At its 14 February 2023 meeting, Council considered a confidential report and resolved as follows:

18.1.1 Substantive CEO Recruitment – Remuneration & Independent Advice – Confidential Item

2:06:04

Moved Cr Chris Grant

S/- Cr Kirsty Parkin

37/23

Council resolves:

1. That the report be received and noted
2. That the draft CEO position description, advertisement, and key recruitment milestones contained within this report are noted.
3. That the indicative Total Remuneration Package range for the purposes of the Substantive CEO recruitment process will be \$280,000 - \$305,000.
4. To determine that Rebecca Hunt of McArthur (SA) Pty Ltd fulfils the qualified independent person provisions of s98(4a)(b) of the *Local Government Act 1999* for the purposes of providing advice to Council on the assessment of applications and recommendations on the appointment of the Substantive CEO.

Carried Unanimously

2. ANALYSIS

➤ **Strategic Management Plan/Functional Strategy/Council Policy Alignment**

Strategic Plan 2020-24 – A brighter future

Goal Organisation

Objective O1 We have the right people with the right knowledge and skills in the right jobs and they are supported and developed.

➤ **Legal Implications**

Council Chief Executive Officers

Section 96(1) of the *Local Government Act 1999* (the “Act”) requires that a council must have a chief executive officer.

Section 98 of the Act prescribes the following requirements in relation to filling the vacancy:

- (3) For the purpose of filling a vacancy, the council must invite applications by advertising on a website determined by the council, and may take other action as the council thinks appropriate.
- (4) The council must appoint a selection panel to assess applications for the position of chief executive officer, to recommend readvertisement or other additional steps (if necessary), and to make recommendations to the council on an appointment.
- (4a) The council must ensure that either or both of the following applies to the process for appointing a chief executive officer under this section:
 - (a) the council appoints at least 1 person who is not a member or employee of the council to the selection panel;
 - (b) before making the appointment to the office of chief executive officer, the council obtains and considers the advice of a qualified independent person on the assessment of applications and recommendations on the appointment under subsection (4) (and that advice may include recommendations to the council on the appointment).
- (5) The council makes the appointment to the office of chief executive officer.
- (6) This section does not apply in circumstances involving the reappointment of a chief executive officer following the completion of a term of office.
- (7) In this section—

qualified independent person means a person who is—

 - (a) not a member or employee of the council; and
 - (b) determined by the council to have appropriate qualifications or experience in human resource management.

CEO Remuneration

Section 99A of the Act commenced on 10 November 2021 and provides (relevant to this item) that:

- (1) Subject to this section, the remuneration of the chief executive officer of a council will be determined by the council.
- (2) The Remuneration Tribunal will determine (from time to time) the minimum and maximum remuneration that may be paid or provided to chief executive officers of councils.
- (10) A council must ensure that the remuneration of its chief executive officer is within the relevant minimum and maximum remuneration determined by the Remuneration Tribunal for the purposes of this section.

The transitional provisions associated with changes to the Act provide that the remuneration of a CEO holding office prior to a determination being made by the Tribunal is not subject to that determination for the period of their current contract.

Regulation 20 of the *Local Government (Procedures at Meetings) Regulations 2013* and clause 4.10 of Council's *Code of Practice for Council Meeting Procedures* provides the presiding member may with approval of at least two-thirds of the members present, suspend meeting procedures if the presiding member considers that the conduct of the meeting would benefit from the suspension. Details of the suspension must be recorded in the minutes and no motion can be moved, seconded or voted on, other than a motion to end the suspension.

➤ **Risk Management Implications**

The conduct of a robust selection and appointment process will assist in mitigating the risk of:

Poor or deficient CEO recruitment practices and/or outcome leading to poor performance and loss of stakeholder confidence.

Inherent Risk	Residual Risk	Target Risk
Extreme (4B)	Medium (4D)	Medium (4D)

➤ **Financial and Resource Implications**

The draft 2023-24 budget (as approved for public consultant on 9 May 2023) is sufficient for the proposed Total Remuneration Package (\$290,000) contemplated in this report.

The coordination of the Substantive CEO Recruitment Process has been undertaken by the Executive Manager Governance & Performance. While the process has been spread over a number of months it has negatively impacted on the progression of other priorities in the Governance and Performance Department.

Subject to Council resolving as recommended, the finalisation of the employment arrangements should be completed within the next two (2) weeks. Closer to the appointee's commencement an onboarding and orientation program will be developed.

➤ **Customer Service and Community/Cultural Implications**

There is a strong community expectation that the Council's CEO will possess appropriate skills and experience to undertake the role, that they perform competently and meet expectations to achieve the required outcomes, and that they are remunerated responsibly and appropriately having regard to the role and the industry market.

➤ **Sustainability Implications**

The CEO has a pivotal role in ensuring that the sustainability priorities and strategies are implemented.

➤ **Engagement/Consultation conducted in the development of the report**

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: A workshop was conducted on 13 December 2022 regarding the proposed substantive CEO recruitment.

Advisory Groups: Not Applicable

External Agencies: KelledyJones Lawyers provided advice in relation to the interpretation of legislation provisions relating to CEO recruitment. McArthur provided recruitment services.

Norman Waterhouse provided the Employment Agreement template.

Community: Not Applicable

➤ **Additional Analysis**

Substantive CEO Recruitment Process

The table below contains the key dates and actions associated with the Substantive CEO Recruitment Process:

Date	Action
10 Jan	McArthur appointed as Recruitment Consultant.
19Jan	Recruitment Consultant completed remuneration benchmarking.
19 Jan	Selection Panel met to plan recruitment strategy; discuss the position description and selection criteria; and consider remuneration review report.
31 Jan	Selection Panel met to finalise the position description
14 Feb	Council resolves the indicative Total Remuneration Package (TRP) for the recruitment campaign and to appoint Rebecca Hunt (McArthur) as the qualified independent person (under s98(4a)(b)).
15 Feb	CEO vacancy advertised in SEEK, LinkedIn, LG Job Directory and McArthur website.
8 Mar	Application closed with 54 applications received.
22 Mar	Recruitment Consultant shortlisting completed. Phone screened 19 applicants, interviewed and shortlisted 16 applicants.
27 Mar	Selection Panel met to consider the shortlisted applicants and selected six candidates for Panel interview. Interview scheduling needed to be delayed due to candidate availability. One candidate withdrew application.
13 Apr	Selection Panel met to finalise interview questions and arrangements. Interview questions are at Appendix 1 .
19 Apr	Selection Panel interviewed two candidates.
27 Apr	Selection Panel interviewed three candidates. Selection Panel selected two candidates for second interviews/presentations.
2 May	Selection Panel received psychometric assessment reports for the two candidates.
5 May	Selection Panel conducted second interviews/presentations. Presentation topics are at Appendix 2 . Selection Panel unanimously determined preferred candidate.
6 May	Recruitment Consultant advised preferred candidate and discussed TRP and Employment Agreement expectations and nominated referees.
9 May	Recruitment Consultant undertook referee checking and provided to Selection Panel.

Preferred Candidate

The CEO Selection Panel unanimously determined that the preferred candidate is Gregory (Greg) Georgopoulos.

Greg has held the role of Chief Executive Officer, Kangaroo Island Council since 2019 following a year as Deputy CEO. Prior to commencing with Kangaroo Island, Greg held a senior role with a major South Australian retail and commercial development firm for two years. Predating this, he held executive and managerial roles in local government (Prospect and Port Adelaide/Enfield) for 12 years following 14 years in local government officer roles.

In terms of Greg's knowledge, skills and experience in relation to the CEO position description, the Panel determined the following from the application, interview, psychometric testing and three referee comments:

Greg met the selection criteria outlined in the position description –

- Advice to and Relationship with Boards/Council Members
- Leadership and Management of Employees
- Stakeholder Management and Communication
- Financial and Asset Management
- Growth and Economic Development
- Strategic Planning
- Human Resources Management and WHS
- Operational Management, Governance & Major Projects

Greg has been involved in complex high-level executive leadership and major municipal and community projects within the local government and private sector for over 30 years. Greg's key focus in recent years has been on executive leadership, strategic government relationships, sustainability and service delivery.

In local government, Greg has had the opportunity to drive and participate in strategic thinking and planning with a focus on community benefit. He has been pivotal in the development and delivery of Council's strategic, operational, financial and master plans, and inspiring staff to achieve innovative and tangible outcomes.

Greg has had significant success in positive strategic partnership opportunities at a federal, state and local level on key municipal projects and community programmes. He has also successfully implemented corporate innovation models such as the "service excellence" programme to improve productivity and best value services.

Greg's key strengths are corporate innovation and strategic thinking. Greg's tertiary qualifications include a Master of Business Administration and a Bachelor of Engineering in Civil Engineering, both from the University of South Australia.

Greg has had firsthand experience with the Kangaroo Island bushfires and the aftermath, he has led the way with environmental sustainability and green initiatives – Centre of Environmental Excellence on Kangaroo Island. Greg also has strong financial and asset management skills including successfully managing to reduce Council's operating expenditure budget by approximately \$3.0 million within two years without affecting the current service levels or standards and delivered a budget with no increase in rates. He also

increased revenue from Federal and State government grants to an excess of \$11 million within a 12-month period.

Greg has strong networks in state and federal government and has enhanced Council's public profile. He has had a focus on economic development and growth e.g. Kangaroo Island Prospectus. Greg also delivered special purpose projects in the commercial sector including O-Bahn Bus Project, Placemaking Adelaide, Cinema Complex, Catenary Lighting Project and Green Building Initiative.

Greg also was responsible for cultural transformation management programs, place making, city maintenance and operations, capital works, financial management, infrastructure and asset management, open space management, stormwater management, traffic management, environmental management, waste management, community safety/regulatory services, work health safety and risk management at the City of Prospect.

Social media and background checks have also been completed and no matters of concern have been identified.

Employment Agreement and Total Remuneration Package

Council's legal advisers, Norman Waterhouse Lawyers, have provided an updated Employment Agreement template which is used widely across the local government sector, see **Appendix 3**.

The preferred candidate has advised that he is seeking a five (5) year term with a commencing Total Remuneration Package (the "TRP") of \$290,000. Further Greg is seeking the standard four (4) week's leave.

This sits within the TRP range approved by Council on 14 February 2023 for recruitment purposes (see Background section). In relation to the breakdown of the TRP between salary, superannuation, and motor vehicle use cost, this will be further explored and finalised under the delegation to the Mayor to finalise Employment Agreement negotiations (see Part 4 of the recommendations). As employment will commence in the new financial year, the next tranche of the statutory superannuation increase to 11% will be written into the Agreement.

As advised in the Legal Implications section above, s99A requires the remuneration of the CEO to be consistent with any Local Government CEO determination made by the Remuneration Tribunal of South Australia. While it is expected in due course, no determination has been made to date and therefore Council is relatively unfettered in its decision regarding the TRP.

Advice of Qualified Independent Person

At its 14 February 2023 meeting, Council appointed Rebecca Hunt as the qualified independent person (the "QIP") under s98(4a)(b) of the Act.

As the QIP, Rebecca has considered the Selection Panel's assessment of the applications, the selection process and the recommendation(s) to Council on the appointment of the preferred candidate. In considering these matters Rebecca's advice to Council is at **Appendix 4**.

3. OPTIONS

Council has the following options:

- I. To appoint the preferred candidate (Gregory Georgopoulos) and delegate to the Mayor to finalise the negotiations and execute the Employment Agreement consistent with the parameters (i.e. TRP, term, etc) contained in the recommendations. (Recommended)
- II. Determine not to appoint the preferred candidate at this time in accordance with the identified parameters and provide guidance to the Mayor and/or CEO Selection Panel as to the next course of action. (Not Recommended)

4. APPENDICES

- (1) *CEO Selection - Interview Questions*
- (2) *CEO Selection – Presentation Topics*
- (3) *Draft employment Agreement Template*
- (4) *Advice from Qualified Independent Person, Rebecca Hunt*

Appendix 1

CEO Selection - Interview Questions

Substantive CEO Selection Panel

Interview Questions

1. Previous Work History & Motivation in applying for this role
 - a. What is your motivation in applying for this role?
 - b. What do you know about Adelaide Hills Council?
2. Leadership/Management
 - a. Tell us your core principles in leading and motivating people – please provide examples that demonstrate this.
3. Community
 - a. How do you intend to connect with the 57 different townships/communities spread across the Adelaide Hills?
4. Project Management/Economic Development
 - a. Please tell us about what initiative/project you are most proud of?
 - b. Can you tell us about an initiative that you have initiated/driven/championed resulting in a diversification of your organisation's income stream?
5. Strategic Planning
 - a. What do you see as the environmental, political, and social challenges for Adelaide Hills Council in the next few years?
 - b. What's the most challenging strategic or other plan that you have implemented?
6. Relationship with Mayor and Elected Members
 - a. Tell me about past experiences in reporting up to a Mayor/Elected Members or a Chair/Board?
 - b. Can you tell us about a time where you have managed a challenging situation with an Elected Member/Board Member?
7. External Stakeholders and Networks
 - a. Who do you see as the key internal and external stakeholders for Adelaide Hills Council and why?
 - b. What networks do you have in the current state and federal government to call upon?
8. Problem Solving/Adaptability
 - a. Can you give us an example when you have undertaken a review of programs/projects to determine whether the original objectives are being met or whether circumstances have changed and what action did you take?
9. Culture
 - a. Describe your experience in creating and sustaining productive and positive workplace culture
10. Personal Competencies
 - a. Why should we employ you as our next CEO?
11. Expected Longevity
 - a. How long do you see yourself in this role?

Appendix 2

CEO Selection – Presentation Topics

Substantive CEO Selection Panel

Presentation Questions

1. As you are aware there is a boundary change proposal and the commission is about to run an independent enquiry process (if Campbelltown Council sign off on it), what would be your approach to defeat this proposal? (15 mins)
2. Adelaide Hills Council has a slim operating surplus, can you identify areas whereby this surplus could be increased? (15 mins)
3. Please identify two strategic opportunities that would enhance the natural strength of Adelaide Hills Council? (15 mins)
4. 15-30 mins to ask questions on what they presented.

Appendix 3

Draft Employment Agreement Template



EMPLOYMENT AGREEMENT

BETWEEN

ADELAIDE HILLS COUNCIL

'the Council'

- and -

[insert CEO name]

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SCHEDULE 1 Duties (Position Description)

SCHEDULE 2 Total Employment Cost Package

Employment Agreement

DATE [INSERT]

Between

ADELAIDE HILLS COUNCIL of 63 Mt Barker Road, STIRLING 5152 in the State of South Australia (**the Council**)

and

[INSERT CEO name] of **[insert address]** in the State of South Australia (**the CEO**)

BACKGROUND

- A. The Council is a body corporate constituted by proclamation pursuant to the *Local Government Act 1999* (SA).
- B. The Council wishes to offer fixed-term employment to the CEO in accordance with Section 96 of the *Local Government Act 1999* (SA).
- C. The CEO has agreed to accept the employment on terms and conditions set out herein.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Act means the *Fair Work Act 1994* (SA);

Agreement means this employment agreement;

Award means the South Australian Municipal Salaried Officers Award or a successor award;

CEO Review Panel means a performance review panel established pursuant to the *Local Government Act 1999* (SA) for the purpose of reviewing the performance of the CEO;

Commencement Date means **[insert date]**;

Competent Performance means the achievement of the KPI's established by the CEO Review Panel;

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 CEO is confidential or which, if disclosed,

Employment Agreement

the CEO knows or should reasonably know would be detrimental to the Council; and

- (d) all other information which is imparted to the CEO in circumstances from which the CEO knows or should reasonably know that the information is confidential to the Council or any other person with whom the Council is concerned; and
- (e) excludes any information that is public knowledge otherwise than as a consequence of a breach by the CEO of obligations under this Agreement or a breach by some other person of a duty of confidence to the Council.

Council means the elected body of the Adelaide Hills Council constituted pursuant to the *Local Government Act 1999* (SA);

Duties means the responsibilities, duties and functions of the CEO specified in this Agreement including in Annexure A;

Employment means the employment of the CEO pursuant to this agreement;

Expiry Date means the date on which this agreement expires on [insert date], being [insert] years from the Commencement Date unless otherwise terminated in accordance with Agreement;

Parties means the Council and the CEO;

Performance Criteria means the criteria which the CEO's performance is assessed under the Performance Review Process, specified in Clause 15;

TEC Package means the monetary and non-monetary entitlements of the CEO specified at Clause **Error! Reference source not found.** and Appendix B;

Term means the CEO's employment commences on the Commencement Date and will continue under this Agreement for [insert] years, concluding on the Expiry Date.

1.2 BACKGROUND AND ANNEXURES

The Background and Schedules are correct and form part of this Agreement.

2. APPLICATION OF OTHER INDUSTRIAL INSTRUMENTS

- 2.1 This Agreement shall be read in conjunction with the Act.
- 2.2 This Agreement shall not be read in conjunction with the Award, or any other industrial award or agreement arising from the Act.
- 2.3 No enterprise agreement or award applies to the CEO's employment.

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3. POSITION

- 3.1 The Council appoints the CEO to the position of Chief Executive Officer on a full-time basis in accordance with the terms of this Agreement.
- 3.2 The Parties agree that the terms and conditions of this Agreement shall apply to the position for the life of this Agreement, as amended from time to time.

4. PROBATIONARY PERIOD

- 4.1 The Council engages the CEO for a probationary period of six months from the Commencement Date. The Parties agree that the probationary period is a fair and reasonable period for the Council to assess the CEO's performance.
- 4.2 The Council (or any established CEO Review Panel) may review the CEO's performance and discuss it with the CEO before the end of the probationary period. The Council (or any established CEO Review Panel) may also discuss the CEO's performance with the CEO during the probationary period.
- 4.3 At any time during the probationary period, either party may terminate the Employment for any reason by giving one month's notice to the other Party.
- 4.4 If the Council terminates the CEO's employment during the probationary period, it may pay one month's pay to the CEO in lieu of notice. This right of termination (if exercised) is at the Council's absolute discretion and without further liability.
- 4.5 The Council may, at its absolute discretion, pay in lieu of the whole or part of that notice period.

5. TERM OF EMPLOYMENT

- 5.1 The Employment commences on the Commencement Date and expires on the Expiry Date unless the Employment is:
 - 5.1.1 terminated pursuant to clause **Error! Reference source not found.**, in which case the Employment terminates at that time; or
 - 5.1.2 the subject of a new employment agreement pursuant to clause **Error! Reference source not found.**; or
 - 5.1.3 terminated within the probationary period pursuant to clause **Error! Reference source not found.**, in which case the CEO's Employment terminates at that time.
- 5.2 The Employment is not ongoing but continues only for the Term subject to this clause.

6. FURTHER AGREEMENT

- 6.1 The Parties may at any time during the Term commence negotiations for a further Agreement.
- 6.2 There is no automatic extension of the Term.
- 6.3 If the CEO accepts any offer of a new employment agreement, the terms of that employment must be set out in a further written agreement. In the absence of any

Employment Agreement

such written and mutually signed agreement, the employment terminates upon the Expiry Date.

6.4 If a new employment agreement has been entered into between the Parties under this clause, the CEO is deemed to have continuity of service with the Council for the purpose of determining the CEO's accrued benefits under the new employment agreement.

6.5 If the terms of a new employment agreement cannot be agreed between the Parties by the Expiry Date, the CEO's employment will conclude on the Expiry Date.

7. HOURS OF WORK

7.1 The CEO's hours of work average 38 hours per week including reasonable additional hours and will be as required for the CEO to perform the Duties and the other functions pursuant to this Agreement, including attendance at Council meetings.

7.2 The CEO must devote their whole time and attention during the hours reasonably required to properly perform the Duties.

7.3 The TEC Package referred to in clause **Error! Reference source not found.** of this Agreement is in full satisfaction for all hours worked by the CEO, including reasonable additional hours and attendance at Council meetings. No additional remuneration is paid as loadings, penalties or for overtime worked by the CEO, including weekends and public holidays, it being noted that the salary component of the TEC Package is loaded in consideration of such hours.

8. REQUIREMENTS OF POSITION

8.1 The CEO must perform the Duties set out in clause 9 and Appendix A of this Agreement.

8.2 The Council may change any of the Duties set out in clause **Error! Reference source not found.** and Appendix A of this Agreement, in consultation with the CEO, as long as those Duties remain within the skills and expertise of the CEO.

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9. DUTIES AND RESPONSIBILITIES

9.1 The CEO must:

- 9.1.1 comply with any applicable Employee Behavioural Standards or Code of Conduct for Council Employees, as amended or replaced from time to time by statute or otherwise;
- 9.1.2 observe and comply with statutory responsibilities arising from the *Local Government Act 1999 (SA)* and all other applicable legislation;
- 9.1.3 observe and comply with all lawful directions and instructions of the Council;
- 9.1.4 perform the Duties with such a degree of skill, care and diligence, which is appropriate to the Duties;
- 9.1.5 be just and faithful to the Council and shall promptly give to the Council full information and truthful explanations of all matters relating to their Duties and responsibilities under this Agreement;
- 9.1.6 act in the best interests of the Council at all times;
- 9.1.7 account and declare to the Council for any remuneration or other benefit received from a third party in the CEO's capacity as an employee in any business conducted or promoted by the Council or any related corporation;
- 9.1.8 be informed and up to date on issues and developments that affect all areas of responsibility;
- 9.1.9 attend meetings of the Council and other bodies as required, subject to personal leave or compelling circumstances;
- 9.1.10 exercise responsibilities and Duties where the Council has delegated authority;
- 9.1.11 personally observe and comply with the requirements of the Council's policies and procedures in force from time to time;
- 9.1.12 carry out and perform the Duties:
 - 9.1.12.1 lawfully;
 - 9.1.12.2 with proper decorum;
 - 9.1.12.3 to the best of the CEO's ability and judgement; and
 - 9.1.12.4 to the satisfaction of the Council;

Employment Agreement

- 9.1.13 promote the aims and objectives of the Council; and
- 9.1.14 maintain a current, unimpeded Australian driver's licence throughout the Term; and
- 9.1.15 at all times comply with the *Local Government Act 1999 (SA)* and any other legislation applying to matters within the scope of the CEO's employment.

9.2 The CEO accepts that the Council may require them to carry out any and all Duties which are within their skills and competence, including those duties specifically outlined in Annexure A.

10. ACCOUNTABILITY

- 10.1 The CEO is accountable to the Council and is required to satisfactorily carry out the responsibilities, Duties and functions set out in the position description in Annexure A, which forms part of this Agreement.
- 10.2 The CEO will be subject to the direction and control of the Council at all times.
- 10.3 The CEO will devote their whole time and attention during the hours reasonably required to carry out and perform the Duties to the best of their ability and judgement in a manner that is lawful, safe, and to the satisfaction of Council.

11. DISCLOSURE OF INTERESTS

The CEO will disclose to the Council in writing any interests (whether direct or indirect) which may give rise to a conflict with the performance of the Duties and responsibilities pursuant to this Agreement.

12. OUTSIDE INTERESTS

- 12.1 The CEO 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 CEO (other than the employment provided by this Agreement), except with the prior written consent of the Council, which will not be unreasonably withheld.
- 12.2 If the Council provides its consent to the CEO pursuant to Clause **Error! Reference source not found.**, the CEO agrees that they will give priority to the employment obligations under this Agreement over and above any other business or employment in which they are authorised by the Council to engage.
- 12.3 The CEO may accept board positions provided that there is no conflict of interest apparent to the CEO in accepting the appointment.
- 12.4 Pursuant to Clause **Error! Reference source not found.** of this Agreement, the CEO must advise the Mayor in writing of the acceptance of a board position immediately upon accepting the position.
- 12.5 The CEO must not engage in any activity that operates against the interests or

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reputation of Council, except when required by law.

13. TOTAL EMPLOYMENT COST PACKAGE (TEC PACKAGE)

- 13.1 In consideration of performing the Duties, the CEO is entitled to the TEC Package outlined in this Clause and in Annexure B.
- 13.2 Regardless of Clause 13.1, the Parties may agree to enter into any lawful salary packaging arrangement by mutual agreement between them, which will be recorded in writing and annexed to this Agreement. The Council will bear the cost of Fringe Benefits Tax (if any) associated with any salary packaging arrangements reached with the CEO.
- 13.3 The Parties acknowledge that, in accordance with Section 99A (10) of *the Local Government Act 1999* (SA), the TEC Package may be reviewed and adjusted, by mutual agreement, to ensure compliance with applicable rates as determined by the Remuneration Tribunal of South Australia (RTSA).
- 13.4 No additional remuneration is paid as loadings, penalties or for overtime worked by the CEO, including weekends and public holidays, it being noted that the salary component of the TEC Package is loaded in consideration of all such hours.
- 13.5 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 CEO.
- 13.6 **Superannuation**
- 13.6.1 The council must make superannuation contributions in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and as necessary to ensure that the Council is not subject to the charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 13.6.2 The CEO must nominate a compliant superannuation fund within 30 days of the Commencement Date.
- 13.6.3 Any statutory increase to superannuation will be borne by the Council as an addition to the TEC Package, as it applies at the time of the statutory increase.
- 13.6.4 The CEO may, within constraints imposed by the Australian Taxation Office salary sacrifice a component of the CEO's TEC into the superannuation fund or an approved private fund.

13.7 Deductions

The Council must:

- 13.7.1 deduct from the cash component of the TEC Package and remit to the Australian Taxation Office instalments of income tax in compliance with its obligations under the *Income Tax Assessment Act 1936* (Cth); and
- 13.7.2 make any other deduction which the Council is lawfully authorised or obliged

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to make.

13.8 Vehicle

- 13.8.1 The Council requires the CEO to have a current and unimpeded Australian driver's licence so as to fulfil the Duties in this Agreement. The Council will provide the CEO with a fully maintained vehicle for business and private use, if the CEO so chooses.
- 13.8.2 If the CEO accepts the fully maintained vehicle, the CEO will have unrestricted personal use of the vehicle, provided that the vehicle shall not be used for any other personal, commercial or income producing activity or pursuits.
- 13.8.3 The type of vehicle and any other vehicle-related matters shall be determined in accordance with the Council's Motor Vehicle Management Policy and any other applicable Council policies (as amended from time to time).
- 13.8.4 The Council will be responsible for any fuel purchases or maintenance costs of the Council vehicle including fuel used for intrastate travel.
- 13.8.5 The parties agree that the CEO's spouse or partner, or a member of the CEO's immediate family, may be nominated as a driver of the vehicle.
- 13.8.6 In the event that the CEO is absent from duties for a period exceeding forty (40) days, the CEO agrees to return the Council vehicle to the Council until such time that the CEO returns to duties. This clause does not apply where the CEO chooses to use the CEO's own vehicle.
- 13.8.7 If the CEO chooses to use the CEO's personal vehicle in lieu of the Council vehicle, the CEO is entitled to receive \$[insert] (as set out in Schedule 2) as part of the TEC Package (subject to tax and superannuation) sacrificed for the vehicle.
- 13.8.8 The Council will be responsible for the payment of the Fringe Benefits Tax associated with the vehicle (if any). From time to time a record of the CEO's motor vehicle travel may be requested by Council's Finance Department in accordance with the Fringe Benefits Taxation legislation.

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14. PROVISION OF WORK-RELATED EQUIPMENT

14.1 The Council shall provide the CEO with the following equipment, and ensure payment in respect of the following services to assist in the performance of their Duties:

14.1.1 Mobile phone;

14.1.2 Personal computer and/or iPad (or relevant other technological devices);
and

14.1.3 Establishment (if not established at the Commencement Date) and maintenance of an internet service at the CEO's residence.

14.2 The CEO is required to return the mobile phone, iPad and personal computer to the Council by the Expiry Date, unless otherwise agreed with the Council.

14.3 The mobile phone number remains the property of the Council.

15. PROFESSIONAL DEVELOPMENT AND MEMBERSHIPS

15.1 The Council agrees to provide the CEO with professional development opportunities to meet the performance measurement requirements throughout the term of the Agreement, as mutually agreed, up to the value of \$[insert] per annum.

15.2 The Council will pay for the cost of the CEO's professional membership(s) to bodies relevant to the CEO's Duties and/or to fund professional development opportunities throughout the Term of this Agreement up to the value specified in Clause **Error! Reference source not found.**, including interstate and/or overseas travel, as nominated by the CEO, by agreement with the Council.

15.3 That the Council foster the view that for the Chief Executive Officer to be strategically creative in the development, recommendation and provision of future visions for the Council, the CEO be encouraged to expand their professional development and knowledge through opportunities and programs designed for such a purpose.

15.4 The Council agrees to purchase membership of the Local Government Professionals Australia SA for the CEO.

16. WORK-RELATED EXPENSES

The Council agrees to reimburse the CEO for work-related expenses incurred by the CEO in the course of their employment upon the provision of relevant invoices.

17. PERFORMANCE REVIEW

17.1 The Parties agree that the CEO will, if so directed by the Council or the CEO Review Panel, participate in such annual and/or periodical performance review process as is required and determined by the Council or the CEO Review Panel.

17.2 When undertaking a review of the CEO's performance under this Clause, the Council or the CEO Review Panel, whichever is applicable, will obtain and consider the advice of a qualified independent person in accordance with Section 120A(2) of the *Local Government Act 1999* (SA).

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- 17.3 The Parties agree that the performance review process will be established by the CEO Review Panel. The CEO Review Panel will determine the appropriate CEO performance review process against which the CEO's performance will be assessed and the review will be completed within three (3) months of the end of each financial year of the Term.
- 17.4 The CEO Review Panel will, within three (3) months of the Commencement Date, develop Key Performance Indicators in consultation with the CEO, and following that consultation, the Key Performance Indicators will be as advised by the CEO Review Panel to the CEO and as mutually agreed.
- 17.5 Key Performance Indicators will be reviewed annually and/or periodically. The CEO Review Panel may alter the Key Performance Indicators at its discretion following reasonable consultation with the CEO.
- 17.6 The composition of the CEO Review Panel will be determined by the Council and must include at least one (1) independent consultant. The independent consultant will be agreed by both parties at least six (6) months prior to the end of each financial year of the Term.
- 17.7 Unless otherwise agreed between the CEO and the CEO Review Panel, a minimum of 25 working days' notice, in writing, that a performance review is to be conducted will be provided to the CEO to enable time to prepare for the review.
- 17.8 The CEO will prepare and submit an assessment of their own performance prior to the assessment of the CEO's performance being undertaken by the CEO Review Panel.
- 17.9 The CEO Review Panel will assess the CEO's performance by reference to the process to be determined in clause **Error! Reference source not found.** of this Agreement, measured against the CEO's Duties as outlined in this Agreement, Position Description and any other factors considered relevant by the CEO Review Panel. The CEO Review Panel will evaluate the extent to which the CEO has discharged the CEO's goals, objectives, responsibilities and Duties outlined in Annexure A and the Key Performance Indicators.
- 17.10 A written report (including comparison against the CEO's self-assessment) shall be compiled with respect to the performance review and a copy provided to the CEO. The report shall set out in detail any particular aspects of the CEO's performance that are commendable and any aspects that require improvement, together with reasonable time frames within which the CEO Review Panel expects those areas of performance to be improved to a specified standard. The CEO will be given at least 28 days (or a longer period as agreed with the CEO Review Panel) within which the CEO Review Panel expects those areas of performance to be improved to a specified standard.
- 17.11 A final report on the assessment of the CEO is to be forwarded to the Council for consideration.
- 17.12 The Council must provide whatever reasonable counselling, advice and assistance as reasonably necessary to enable the CEO to improve their performance during any specified timeframes referred to in clause **Error! Reference source not found.**
- 17.13 If, at the conclusion of the timeframes referred to in Clause **Error! Reference source not found.** of this Agreement, after taking into account the written report referred to in this Clause (and such other matters as the Council considers relevant), the CEO will

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either:

- 17.13.1 be informed that their performance has improved to the satisfaction of the Council and that no further action will be taken; or
- 17.13.2 be provided an extended timeframe for specified improvement for a further specified period; or
- 17.13.3 the CEO's performance has not improved to the specified standards or requirements and the Council may terminate the Agreement in accordance with Clause **Error! Reference source not found.9**.

18. TEC PACKAGE REVIEW

- 18.1 The TEC Package specified in Clause **Error! Reference source not found.** and Schedule B shall be reviewed annually in conjunction with the performance review process.
- 18.2 The TEC Package review will be conducted within one month of the performance review set out in Clause 15 (if reasonably practicable), and any change to the TEC Package shall take effect from the date on which the performance review is concluded.
- 18.3 The review of the TEC Package will take into account the following:
 - 18.3.1 The key performance indicators;
 - 18.3.2 The Employee's Position Description and Duties;
 - 18.3.3 Remuneration paid to CEO's of similar sized councils in South Australia;
 - 18.3.4 Any applicable range of remuneration rates determined by the RTSA; and
 - 18.3.5 Any other factor the Council considers relevant.
- 18.4 Despite the foregoing, the Employee is not entitled, by right, to any increase in the TEC Package during the Term.

19. TERMINATION OF AGREEMENT

19.1 Summary Termination

- 19.1.1 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 CEO:
 - 19.1.1.1 commits any serious or persistent breach of any of the terms of this Agreement;
 - 19.1.1.2 engages in serious and wilful misconduct;
 - 19.1.1.3 is guilty of serious neglect of duty in the discharge of the Duties;
 - 19.1.1.4 knowingly acts in breach of Council's policies in force from time to time or the Code of Conduct for Council Employees (as

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amended or replaced from time to time by statute or otherwise);

- 19.1.1.5 is found by the Independent Commissioner Against Corruption or the Ombudsman to have engaged in misconduct, corruption and/or serious maladministration;
- 19.1.1.6 makes improper use of the Council's property and resources;
- 19.1.1.7 fails to display and exercise the CEO's duty of fidelity or good faith towards the Council which the Council might reasonably expect of the CEO;
- 19.1.1.8 wilfully breaches any code of conduct or policy in place relevant to the employment;
- 19.1.1.9 is declared bankrupt; or
- 19.1.1.10 is convicted of any criminal offence which prescribes a term of imprisonment.

19.2 Termination due to illness or incapacity

- 19.2.1 The Parties agree that this Agreement may be terminated by the Council upon the provision of 5 weeks' notice in writing in the event that the CEO is incapacitated from performing the Duties pursuant this Agreement due to ill health of any type for a period of greater than three (3) months after all sick leave entitlements have been capable of being exhausted, except where such illness constitutes a compensable disability pursuant to the provisions of the *Return to Work Act 2014 (SA)*, or successor legislation.

19.3 Termination by the Provision of Notice

- 19.3.1 In the event that the Council determines through the performance review process that the CEO has failed to reasonably meet the performance expected, and provided that the Council has complied with the procedure as specified in Clause 15 above, the Council may terminate this Agreement by giving no more than 12 weeks' notice or the balance of the Term, whichever is the lesser. The Council may, at its absolute discretion, make a payment in lieu of service for the notice period (or part thereof).
- 19.3.2 This Agreement may be terminated by the Council in writing for any reason and without cause upon the provision of 26 weeks' notice or the balance of the Term, whichever is the lesser period. The Council may, at its absolute discretion, make a payment in lieu of service for the notice period (or part thereof).
- 19.3.3 This Agreement may be terminated by the CEO giving the Council a period of 12 weeks' notice in writing, unless otherwise negotiated with the Council.
- 19.3.4 In addition to any right of termination, and without derogating from any right available in this Agreement, the CEO's employment may at any time be terminated by the mutual agreement of the Parties on whatever notice and terms upon which the parties may then agree.

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- 19.3.5 The Council may, at its absolute discretion, make payment in lieu of the relevant notice required as set out in this Clause, in whole or in part thereof.
- 19.3.6 The CEO agrees that if the CEO fails to give the required notice as set out in Clause 19.3.3, the amount equal to the notice period not given becomes a debt owing to the Council. By agreement, the CEO must repay the amount owing to the Council. If agreement is not reached on repayment, the Council may initiate proceedings to recover the amount.
- 19.3.7 In the event that the CEO has had the benefit of any entitlements prior to the termination of the CEO's employment in advance of becoming entitled to such benefits, the Council may deduct the value of such amounts from amounts owing to the CEO upon or in association with the termination of the CEO's employment.

19.4 Redundancy

- 19.4.1 The Council may terminate the employment of the CEO on grounds of redundancy during the Term of this Agreement only where the Council has declared or intends to declare the CEO's position redundant due to amalgamation.
- 19.4.2 If this Agreement is terminated in accordance with Clause 19.4.1, the Council will pay to the CEO 12 weeks' notice plus 3 weeks' severance for every year of service with the Council in the position of **CEO or Acting CEO** based on the TEC Package value.
- 19.4.3 If the CEO is offered and accepts a position with the new entity, no payment is owed in accordance with this clause.

20. LEAVE

20.1 Annual Leave

- 20.1.1 The CEO is entitled to 20 days of annual leave per completed year of service, which may be taken at any time approved by the Council. This leave is cumulative from year to year if unused.
- 20.1.2 The CEO is not entitled to any leave loading payment.
- 20.1.3 There should not be more than 40 days annual leave to the credit of the CEO at the end of any one year of service. The Council may direct the CEO to take any outstanding leave when / if the balance reaches 40 days.
- 20.1.4 Any entitlement to annual leave standing to the credit of the CEO at the time of cessation of employment shall be discharged by the Council by payment based on the CEO's TEC Package as set out in Annexure B.

20.2 Sick/Carer's Leave

- 20.2.1 The CEO is entitled to 10 paid days of sick/carer's leave for each year of service for the purpose:

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20.2.1.1 convalescing in respect of a personal injury or illness (sick leave);
or

20.2.1.2 providing care and support to an Immediate Family or Household Member who is suffering from an injury or illness (carer's leave).

20.2.2 The Council may require the CEO to provide documentary evidence in support of any sick/carer's leave absence, whether or not the CEO seeks payment for such absence.

20.2.3 There shall be no entitlement to payment in lieu of accrued sick/carer's leave entitlements upon the cessation of the CEO's employment.

20.3 Long Service Leave

Long service leave entitlements will be granted in accordance with the provisions of the *Long Service Leave Act 1987 (SA)*.

20.4 Compassionate Leave

20.4.1 The CEO is entitled to two days of paid compassionate leave for bereavement upon the death of a family member, or in other special circumstances as are shown to exist to the satisfaction of the Council.

20.4.2 The CEO may be required to provide evidence to the Council in respect of an absence for compassionate leave, whether or not the CEO seeks payment for such absence.

20.5 Parental Leave

The CEO is entitled to parental leave in accordance with the provisions of the Act.

20.6 Leave at the direction of the Council

The Council may, at any time during the employment, direct the CEO to take leave at full pay and direct the CEO not to report for Duties in whole or in part.

21. DISCLOSURE OF CONTRACTUAL TERMS

The terms of this Agreement are subject to the reporting obligations under section 105 (Register of Remuneration, Salaries and Benefits) and Schedule 4 (Annual Report) of the *Local Government Act 1999 (SA)*, and any other applicable law.

22. CONFIDENTIALITY OF INFORMATION

22.1 The CEO will not at any time during this Agreement, nor at any time thereafter, otherwise than in the discharge of the CEO's Duties hereunder or with the prior consent of the Council:

22.1.1 divulge to any other person any Confidential Information which the CEO may acquire or have acquired in the course of this Agreement; and

22.1.2 use Confidential Information obtained for the CEO's own benefit or the benefit of any other person or entity.

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- 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 CEO to the Council upon demand.
- 22.3 The CEO 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 CEO's obligations under this Clause shall survive the termination of this Agreement.

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

23.1 **Intellectual Property**

- 23.1.1 All materials provided to the CEO by the Council, including materials provided to enable performance of the Duties, and all intellectual property in those materials, are and remain the property of the Council.
- 23.1.2 All material produced by the CEO in performing the Duties (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.
- 23.1.3 The CEO 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.
- 23.1.4 At the Council's request, the CEO must return all the Council's materials (in any form) and the CEO is not entitled to retain copies of the Council's materials in any form.

23.2 **Other property**

- 23.2.1 The CEO must take all reasonable care in using the Council's property.
- 23.2.2 On termination of the CEO's Employment or upon the Council's request, the CEO must return in good condition (subject to fair wear and tear) any property in the CEO's possession or control belonging to the Council.
- 23.2.3 The Council may deduct from any amounts owing to the CEO upon or in association with the termination of the CEO's Employment the value of any Council property that remains in the possession of the CEO.
- 23.2.4 If the value of any property remaining in the CEO's possession and/or the value of any entitlements accessed in advance of accrual prior to termination exceeds the sum of payments owing to the CEO upon or in association with the termination of the CEO's Employment, the Council may recover those amounts as debts due and arising upon written demand being made for payment of same.

23.3 'Property' in this Clause includes, but is not limited to, any and all of the following:

- 23.3.1 stationery, books, business cards, documents, records, disks, access cards, mobile telephone, computer hardware, credit cards or keys;

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23.3.2 materials and equipment provided to the CEO by the Council, including materials and equipment provided to enable performance of the Duties, and all intellectual property of the Council; and

23.3.3 materials produced by the CEO in performing Duties (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.

23.4 **Breach**

A breach of the CEO's obligations under this clause is a serious breach of this Agreement. In addition to the Council's other remedies, the Council may sue the CEO for damages sustained as a result of such a breach, interest and legal costs on a solicitor and own client basis.

24. **WARRANTY OF QUALIFICATIONS**

24.1 The CEO warrants that they hold the qualifications and has the requisite experience, as stated to the Council before the Commencement Date to undertake the Duties.

24.2 If the CEO does not have the qualifications or experience stated, the Council may summarily terminate this Agreement.

25. **STATEMENTS TO THE MEDIA**

The CEO is permitted to make statements to the press or any media outlet or representative in accordance with the Council's applicable media policy where this is consistent with the Duties and requirements under this Agreement, unless specifically directed otherwise by the Council.

26. **GOVERNING LAW**

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

27. **NO WAIVER**

27.1 A party waives a right under this Agreement only by written notice that it waives that right.

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

28. **SEVERABILITY**

The Council and the CEO consider the covenants, obligations and restrictions herein contained to be reasonable in all the circumstances of the employment and each and every one of such covenants, obligations and restrictions in each and every part thereof, shall be deemed to be a severable and independent covenant, obligation and restriction to the intent that, if they are taken together, be judged to go beyond what is reasonable in all the circumstances, but would be adjudged reasonable with any one or more such covenants, obligations or restrictions or any one or more parts thereof deleted the covenants, obligations and restrictions herein

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contained shall be deemed to apply as if such covenants, obligations or restrictions or parts thereof as are so adjudged, unreasonable were deleted.

29. **NOTICES**

Any notice to be given pursuant to this Agreement shall be in writing and may be delivered personally or delivered by prepaid registered post to the address of the parties set out in this 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.

30. **VARIATION**

This Agreement shall only be varied by further agreement of the parties in writing.

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31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties regarding the employment of the CEO and supersedes all prior agreements, understandings and negotiations regarding the employment of the CEO in the role of CEO or in any other capacity.

EXECUTED as an Agreement

32. SIGNATORIES

Signed by an authorised representative of the Adelaide Hills Council in the presence of:

..... Signature of witness Mayor

..... Name of witness (print)

..... Date

Signed by [insert CEO name] in the presence of:

..... Signature of witness [insert CEO name]

..... Name of witness (print)

..... Date

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SCHEDULE 1 – DUTIES (POSITION DESCRIPTION)

[INSERT]

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SCHEDULE 2 – TOTAL EMPLOYMENT COST PACKAGE

Annual base salary (gross)	\$(insert)
Employer superannuation contribution*	\$(insert)
Full and unrestricted private use of a fully maintained motor vehicle**	\$(insert)
Total Remuneration Package	\$(insert)

*The employer superannuation contribution amount is currently set at 10.50% in accordance with *Superannuation Guarantee (Administration) Act 1992*. The Council agrees to pay the CEO a superannuation contribution amount on the Annual Base Salary which may vary from time to time, in accordance with applicable legislation.

** If the CEO has chosen to provide their own personal vehicle in lieu of the Council vehicle, the CEO will be entitled to have the \$(insert) currently sacrificed for the vehicle in Schedule B above to be paid to the CEO as part of the TEC Package. Tax and superannuation will apply to the amount.

Appendix 4

*Advice from Qualified Independent Person,
Rebecca Hunt*

McArthur (SA) Pty Ltd
Level 12 101 Grenfell Street
Adelaide SA 5000

9th May 2023

Adelaide Hills Council CEO Recruitment - Qualified Independent Person Report

Following a successful submission I Rebecca Hunt – General Manager Recruitment and HR Consulting from McArthur was appointed as the Qualified Independent Person in accordance with s98(4a)(b) of the Local Government Act 1999 in relation to the selection and appointment of a substantive CEO for the Adelaide Hills Council on 14 February 2023. I can confirm -

- The recruitment and selection process undertaken by the CEO Selection Panel was reviewed and deemed best practice.
- Following the recruitment and search process the CEO Selection Panel rigorously assessed the applications and facilitated and evaluated the interviews in a fair, impartial, and reasonable way.
- I have reviewed and agree with the recommendation of the CEO Selection Panel to the Council to appoint Gregory Georgopoulos as the substantive CEO.
- I have reviewed the draft Employment Agreement terms and conditions which will be negotiated once the candidate is appointed, and the Employment Agreement has been legally prepared and in a standard format.

As the Qualified Independent Person, I can confirm that the selection and appointment of the substantive CEO for the Adelaide Hills Council was undertaken by the CEO Selection Panel in a fair, equitable manner and they met all their legal and legislative obligations.



Rebecca Hunt
General Manager Recruitment and HR Consulting

3. Appointment of Substantive Chief Executive Officer – Duration of Confidentiality

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council’s decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 8.1 in confidence under sections 90(2) and 90(3)(a) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

Item	Duration of Confidentiality NB: Item to be reviewed every 12 months if not released
Report	Until the execution of the Employment Agreement for the Substantive Chief Executive Officer
Related Attachments	Until the execution of the Employment Agreement for the Substantive Chief Executive Officer
Minutes	Until the execution of the Employment Agreement for the Substantive Chief Executive Officer
Other (presentation, documents, or similar)	NIL

Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.