



PO Box 94
Greensborough VIC 3088

banyule.vic.gov.au

T 03 9490 4222
ABN 16 456 814 549

enquiries@banyule.vic.gov.au

*Contact Officer
Katrina Neuhofer
9490 4398*

19 March 2025

Timothy Wakeham
42B Bonar Street
HEIDELBERG HEIGHTS 3081

tim@tjwakeham.com

Dear Tim

I am pleased to confirm your appointment to the position of Manager Business Transformation and Technology, following the successful completion of your pre-employment checks, with effect from 31 March 2025 to 30 March 2028.

As such, your signed contract is now in effect, which included the below key elements:

Nominal Salary:	\$184,069.51
Superannuation Salary Component:	\$ 21,167.99
Total Remuneration Package:	\$205,237.51 per annum

Please find enclosed a copy of your signed contract for your records.

Congratulations on your appointment to this position and welcome to the team.

Yours sincerely

DocuSigned by:
A handwritten signature in black ink that reads "Allison Beckwith".
C045D7CA13684C6...
ALLISON BECKWITH
Chief Executive Officer

Victorian Local Government Executive Contract of Employment – Maximum Term

Banyule City Council

and

Timothy Wakeham

Contents

1.	Definitions.....	3
2.	Commencement, appointment and term	3
3.	Place of Work	4
4.	Pre-employment conditions.....	4
5.	Probationary period	5
6.	Annual review of Agreement and Remuneration Package	5
7.	Requirements of position.....	5
8.	Powers and representation of Executive.....	7
9.	Indemnity	7
10.	Remuneration Package and other benefits	8
11.	Leave entitlements	10
12.	Medical examination	11
13.	Vaccination and Public Health requirements.....	11
14.	Confidential Information.....	11
15.	Intellectual Property and Moral Rights	12
16.	Performance Review and termination for unsatisfactory performance	13
17.	Immediate termination	14
18.	Termination by agreement	15
19.	Termination on notice by Council	15
20.	Resignation by Executive.....	15
21.	Redundancy.....	16
22.	Termination of employment on Expiry Date.....	16
23.	Garden leave.....	16
24.	Understanding	17
25.	Requirements following termination of employment.....	17
26.	Surveillance	17
27.	Notices	18
28.	Interpretation	18
29.	General	20
	Schedule 1	23
	Schedule 2.....	24
	Schedule 3.....	31
	Schedule 4.....	32
	Schedule 5.....	33
	Schedule 6.....	34

Executive Contract of Employment – Maximum Term

Parties

Name	Banyule City Council
Address	1 Flintoff Street, Greensborough Vic 3088
Email	toni.toaldo@banyule.vic.gov.au
Contact	Toni Toaldo
Short name	Council

Name	Timothy Wakeham
Address	42B Bonar Street, Heidelberg Heights VIC 3081
Email	tim@twakeham.com
Short name	Executive

Background

- A. The Chief Executive Officer wishes to appoint and employ the Executive on the terms of this Agreement and the Executive has accepted that offer.
- B. The parties acknowledge that the appointment is made in accordance with the Act.
- C. The parties acknowledge and agree that pursuant to the requirements of the Act, the Chief Executive Officer will manage the employment relationship on behalf of Council, including exercising Council's powers and functions as employer, whether under this Agreement or otherwise.
- D. The Executive is classified as a Senior Executive Officer (Level 11) for the purposes of the Award.

The parties agree

1. Definitions

The definitions at Schedule 6 apply.

2. Commencement, appointment and term

2.1 Appointment and Position

2.1.1 The Executive is initially employed in the Position and may subsequently be employed in other comparable roles as determined by Council.

2.2 Employment status, working hours and days

The Executive's ordinary hours of work and days are those set out in Item 3 of Schedule 1 together with reasonable additional hours which may be necessary for the performance of the Duties.

2.3 Duration of Agreement

The Executive's employment under this Agreement commences on the Commencement Date and by entering into this Agreement the parties have agreed that the Executive's employment relationship with Council, as well as this Agreement, expires on:

2.3.1 the Expiry Date set out in Item 2A of Schedule 1; or

unless terminated earlier in accordance with its terms.

2.4 Advertisement of position and reappointment

2.4.1 The parties expressly acknowledge that the Executive's position may, at Council's discretion, be externally and internally advertised before the Expiry Date.

2.4.2 If, in its absolute discretion, Council offers to continue the Executive's employment following the expiry of this Agreement, the parties must, in the 6-month period immediately before the Expiry Date:

(a) agree on the terms and conditions of the Executive's further employment;
and

(b) enter into a new contract governing the Executive's further employment.

2.4.3 If the parties do not enter into a new contract prior to the Expiry Date, the Executive's employment terminates on the Expiry Date.

3. Place of Work

- 3.1 Subject clauses 3.2 and 3.3, the Executive's role is based, and the Duties will be primarily performed, at Council's offices at Item 3A of Schedule 1.
- 3.2 The Executive may be required to be based in a different location within the municipality.
- 3.3 From time to time, the Executive may also be permitted to or directed to work from another location (including the Executive's home). Whether the Executive is permitted to work from another location will be subject to approval by Council, taking into account the Executive's position, Council's operational needs and any applicable flexible working arrangements and other relevant policies. When the Executive is working from another location, the Executive must:
- 3.3.1 take steps to ensure that the workspace is safe and fit for purpose;
 - 3.3.2 continue to comply with Council's policies and procedures; and
 - 3.3.3 immediately report any safety incidents or near misses to the Executive's manager.

4. Pre-employment conditions

- 4.1.1 Council's offer of employment to the Executive is subject to the following conditions:
- (a) the Executive providing certified copies of all documents relating to the Executive's skills and qualifications, as required by Council;
 - (b) the Executive providing satisfactory proof of vaccination as required by Council;
 - (c) Council being satisfied with all background checks (which may include reference checks with previous employers, academic qualification checks, police record checks and psychometric testing) relating to the Executive; and
 - (d) the Executive providing proof to Council that they hold the right to work in Australia (including, where relevant, holding all visas and meeting all immigration requirements).
- 4.1.2 If the Executive does not meet the conditions in clause 4.1.1 to Council's satisfaction:
- (a) Council's offer of employment lapses; or
 - (b) if Council's offer of employment has been accepted, the Agreement and consequently the Executive's employment may be terminated by Council with immediate effect upon payment of one week's Remuneration Package in lieu of notice, including after the Commencement Date,
- without any liability on the part of Council for any payment (other than under this clause 4.1.2(b)) or compensation to the Executive.

5. Probationary period

The Executive is subject to a 6-month probationary period from the Commencement Date.

- 5.1 Notwithstanding any other provision of this Agreement, Council or the Executive may terminate the Executive's employment during or at the end of the probationary period by giving the other party one week's notice in writing. Council may make payment to the Executive of the Remuneration Package in lieu of the notice to which the Executive is otherwise entitled for all or any part of the notice period.

6. Annual review of Agreement and Remuneration Package

In accordance with clauses 14.8(b)(ii) and 14.8(d)(v) of the Award, this Agreement (and specifically the Position Description and the Remuneration Package) will be reviewed at least annually by Council. The Remuneration Package must be reviewed by Council to ensure that the compensation is appropriate having regard to the Award provisions which are satisfied by the payment of the Remuneration Package.

7. Requirements of position

7.1 Executive's responsibilities

The Executive must:

- 7.1.1 carry out and perform the Duties lawfully and to the best of the Executive's ability and judgment and to the satisfaction of Council;
- 7.1.2 at all times comply with the terms of any Award;
- 7.1.3 be accountable to Council;
- 7.1.4 devote the Executive's whole time and attention to the Duties during the hours reasonably required to properly perform the Duties;
- 7.1.5 carry out all lawful instructions and directions of Council;
- 7.1.6 promote the aims and objectives of Council;
- 7.1.7 subject to any relevant law, immediately disclose to Council any actual or potential misconduct (including actual or potential breach of any laws) by any other employee of Council;
- 7.1.8 at all times comply with the Act and any legislation applying to matters within the scope of the Executive's employment;
- 7.1.9 comply with Council's Code of Conduct and Governance Rules;
- 7.1.10 not use Council's IT Systems:
 - (a) for excessive or unreasonable personal use;
 - (b) to view or distribute unlawful material, or material which may be regarded as offensive or inappropriate;

- (c) to copy, disclose or use material in breach of this Agreement; or
- (d) in breach of any applicable Council policy;

7.1.11 become familiar with and comply with all policies of Council in place or as varied or replaced that are intended to apply to the Executive and have been provided or made available to the Executive.

7.2 Variation to Duties

The Executive acknowledges that the Duties may be varied from time to time by Council in accordance with the needs of Council. Such variation does not constitute a termination of this Agreement or of the Executive's employment or a redundancy of the Executive's position.

7.3 Conflict of interests

Without limitation to the Executive's obligations under the Act or the Code of Conduct, the Executive must:

- 7.3.1 not engage in any additional business, personal relationships, employment or activity which conflicts with the interests of Council, the requirements of the Executive's position or the Executive's ability to perform the Duties. If there is any risk of such a conflict occurring, the Executive must immediately notify Council and obtain Council's written consent to engage or continue to engage in that additional business, relationship, employment or activity; and
- 7.3.2 disclose to Council any facts, information or circumstances which may give rise to a conflict between the Executive's interests and the interests of Council.

7.4 Qualifications held

The Executive confirms that all qualifications that were represented by the Executive to Council as held by the Executive, are held by the Executive.

7.5 Warranties by Executive

7.5.1 The Executive warrants that:

- (a) the Executive has disclosed to Council any matter, injury or disease, which will or may be affected by the Executive's employment under this Agreement, or which does or may render the Executive unable to perform some or all of the Duties;
- (b) the Executive is a fit and proper person to perform the duties stated in this Agreement;
- (c) all references and information provided to Council in respect of the Executive's qualifications, experience, and ability to perform the Duties are true and correct.

7.5.2 The Executive further warrants that, to the extent the Executive is permitted by law, the Executive has disclosed to Council any relevant matter related to the Executive's past employment history, including whether the Executive:

- (a) has had their employment terminated by any previous employer due to Misconduct;

- (b) in the 10 years prior to the Commencement Date, has been found to have engaged in Misconduct by any previous employer;
- (c) is, as at the date Council offers the Executive employment under this Agreement, the subject of any open investigation into alleged Misconduct by any previous employer; and/or
- (d) has ceased employment while being the subject of an investigation into alleged Misconduct by any previous employer.

In this clause **Misconduct** means serious misconduct as that term is defined in the *Fair Work Regulations 2009* and misconduct including:

- (i) improper conduct in an official capacity;
- (ii) a contravention, without reasonable excuse, of a lawful direction given to the Executive in their employment by a person authorised to give that direction;
- (iii) a refusal by the Executive to perform the duties assigned to them by their employer;
- (iv) improper use of the Executive's position for personal gain;
- (v) improper use of information acquired by the Executive by virtue of their position for personal gain, or to otherwise cause detriment to their employer; and
- (vi) any conduct on the part of the Executive that would amount to a breach of Council's Code of Conduct or workplace policies, including Council's Managing Conduct and Performance Policy.

8. Powers and representation of Executive

8.1 Statutory duties not limited

Clause 7.1 will not be construed as limiting the exercise by the Executive of the Executive's statutory duties, functions or powers under the Act or any other relevant legislation.

8.2 Subject to legislation

This Agreement will be read subject to any legislation affecting Council or the Chief Executive Officer so as not to exceed the power of Council or the Chief Executive Officer. Where any clause of this Agreement would, but for this clause, have been construed as exceeding Council's or the Chief Executive Officer's powers, both the Agreement and the clause are valid to the extent to which they are not in excess of that power.

9. Indemnity

Council will indemnify, and keep indemnified, the Executive in accordance with section 52 of the Act.

10. Remuneration Package and other benefits

10.1 Remuneration Package

- 10.1.1 The Executive is entitled to the Salary per annum (less applicable taxation), which must be paid in fortnightly equal instalments or otherwise as agreed.
- 10.1.2 In addition to the Salary:
 - (a) Council makes contributions from time to time to a complying superannuation fund in order to avoid a charge. The rate of contributions is set at the superannuation guarantee percentage rate mandated under the Superannuation Guarantee Legislation; and
- 10.1.3 Subject to applicable law, Council will make superannuation contributions into an eligible choice fund nominated by the Executive. If the Executive does not nominate an eligible choice fund, Council will make contributions:
 - (a) to the Executive's existing superannuation fund that is a "stapled fund" as defined in the Superannuation Guarantee Legislation; or
 - (b) where the Executive does not have a stapled fund that will accept contributions, to Council's eligible choice fund.
- 10.1.4 Details of the Remuneration Package are set out in Schedule 5.

10.2 No disadvantage

The Remuneration Package must be no less than the amount the Executive would have received under the Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked). Matters not contemplated by the Award will be taken into account when making such calculations.

10.3 What the Remuneration Package includes

The Executive's Remuneration Package includes:

- 10.3.1 payment for ordinary hours of work under the FW Act;
- 10.3.2 payment for all other hours worked or attendances at meetings or functions outside Council's usual office hours, being the reasonable additional hours required and agreed to by the Executive;
- 10.3.3 the amount Council is required to contribute from time to time to a complying superannuation fund in order to avoid a charge under the Superannuation Guarantee Legislation;
- 10.3.4 the cost to Council of all fringe benefits taxes levied on any part of the Remuneration Package, or on any other benefit provided to the Executive under this Agreement (including the Employment Benefits).

10.4 Annualised salary

- 10.4.1 The parties intend this Agreement to take effect as an annualised salary agreement including for the purposes of clause 14.8 of the Award.

10.4.1 In addition to the provisions of clause 10.3 of this Agreement, the Remuneration Package is paid in satisfaction of the following provisions of the Award (but this clause must not be interpreted as implying that all or any clauses of the Award that would not otherwise apply, do so, whether as terms of this Agreement or otherwise):

- (a) clause 14 – minimum wages;
- (b) clause 15 – allowances;
- (c) clause 16 – higher duties;
- (d) clause 21 – penalty rates;
- (e) clause 22 – overtime; and
- (f) clause 24.4 – annual leave loading.

10.4.2 The annual salary agreement may be terminated:

- (a) by either party giving 4 weeks' written notice; or
- (b) at any time, by written agreement between Council and the Executive.

10.4.3 If the annual salary agreement of this Agreement is terminated under clause 10.4.2, the Executive will revert to the Award entitlements, unless a new annual salary agreement is reached.

10.5 Salary packaging

The Executive may salary package any part of the Remuneration Package, provided it does not increase the cost to Council of the Remuneration Package. At all times, Council's contribution to superannuation will be calculated on the Executive's ordinary time earnings (as that term is defined in the Superannuation Guarantee Legislation. Details of any salary package arrangements are set out in Schedule 5.

10.6 Expenses payable by Council

10.6.1 Council must meet the following expenses:

- (a) reimbursement or payment of all membership fees and subscriptions payable by the Executive to professional associations or bodies nominated and approved by Council, the membership of which is, in the opinion of Council, reasonably necessary or desirable for the Executive to perform the Duties;
- (b) reimbursement or payment of the reasonable costs of the Executive attending conferences, seminars, in-service training courses and study as approved by Council as reasonably necessary to enable the Executive to perform the Duties; and
- (c) reimbursement or payment of the reasonable costs necessarily incurred by the Executive as a result of the Executive's performance of the Duties, to the limit determined by Council from time to time.

10.6.2 Council may require reasonable documentary evidence of expenses before meeting the expenses in clause 10.6.1.

10.7 Credit or charge card

If Council issues a credit or charge card to the Executive, then the card must be used in accordance with Council's policy from time to time. If the card is lost or stolen, the Executive must immediately inform the card provider and Council. The Executive must return the card to Council on request.

10.8 Review of Remuneration Package

- 10.8.1 In addition to the review in clause 6, Council may review the Remuneration Package annually within one month following the Performance Review, having regard to factors including but not limited to:
- (a) the Executive's achievement of the Performance Criteria;
 - (b) the extent of any increase over the preceding 12 months in the Consumer Price Index (All Groups, Melbourne) as issued by the Australian Statistician;
 - (c) the extent of any increase provided to employees under any industrial instrument that applies to Council employees; and
 - (d) the acquisition and satisfactory utilisation of new or enhanced skills by the Executive if beneficial to or required by Council.
- 10.8.2 Any increase to the Remuneration Package is at the discretion of Council and is inclusive of, and may be set off against, any wage increase awarded to the Executive under any Industrial Instrument.

11. Leave entitlements

11.1 Details of entitlements

- 11.1.1 The Executive is entitled to:
- (a) annual leave, personal/carer's leave, compassionate leave, community service leave, parental leave, family and domestic violence leave and Public Holidays in accordance with:
 - (i) the FW Act; or
 - (ii) the Award,
 whichever provides the greater entitlement; and
 - (b) long service leave in accordance with the *Local Government (Long Service Leave) Regulations 2021*.
- 11.1.2 The Executive's entitlement to leave under this clause is:
- (a) provided in satisfaction of, and not in addition to, entitlements under the National Employment Standards; and
 - (b) subject to the notice and evidence requirements set out in the FW Act.
- 11.1.3 All leave will be administered in accordance with applicable Council policies as amended from time to time.

- 11.1.4 Council may request the Executive to work on a Public Holiday, and the Executive must not unreasonably refuse to work. The Executive agrees that given the nature of the Position such request is reasonable.

11.2 Transfer of entitlements from previous employment with Council

The Executive retains continuity of service and all accrued but untaken leave entitlements including annual leave, long service leave and up to a maximum of 20 days personal/carer's leave from the Executive's previous employment with Council immediately prior to the commencement of this Agreement.

12. Medical examination

- 12.1 Council may, at any time during the Executive's employment, require the Executive to undergo a medical examination by a medical practitioner selected and paid for by Council.
- 12.2 The Executive authorises the medical practitioner to provide a written report of the examination to Council or its authorised representatives, and to discuss the contents of the report with Council or its authorised representatives.

13. Vaccination and Public Health requirements

13.1 Mandatory vaccination

Before commencing employment with Council and at all times during the employment, the Executive must be fully vaccinated with a vaccine approved or recognised by the Australian Government against any communicable disease or illness as determined by Council and consistent with health guidelines, or as required by applicable laws, public health orders or similar requirements.

13.2 Proof of vaccination

The Executive must, as reasonably required by Council (and subject to law), provide any proof of vaccination (including additional primary or booster doses) required under paragraph 13.1.

13.3 Lawful and reasonable direction

The Executive agrees that:

- 13.3.1 any directions made by Council under this paragraph are lawful and reasonable directions; and
- 13.3.2 the Executive's failure to comply with Council's directions may result in disciplinary action including immediate termination of the Executive's employment.

14. Confidential Information

14.1 Duty not to disclose or misuse Confidential Information

Without limitation to the Executive's obligations under the Act, the Executive must:

- 14.1.1 not disclose Confidential Information, except:
 - (a) as required by law;
 - (b) when exercising the Executive's workplace right to disclose the Executive's remuneration or any terms and conditions of the Executive's employment that are reasonably necessary to determine the Executive's remuneration outcomes, such as hours of work;
 - (c) in the performance of the Duties; or
 - (d) as permitted or required by Council;
- 14.1.2 not misuse Confidential Information; and
- 14.1.3 take whatever measures are reasonably necessary to prevent the disclosure or misuse of Confidential Information.

14.2 Continuing obligations

The Executive's obligations under clause 14.1 survive the termination or expiry of this Agreement and the termination of the Executive's employment.

15. Intellectual Property and Moral Rights

15.1 Intellectual Property

- 15.1.1 The Executive agrees that this Agreement is a 'contract of service' for the purposes of section 35(6) of the Copyright Act.
- 15.1.2 The Executive agrees that Council owns all right, title and interest in or derived from the Intellectual Property Rights created by the Executive in the course of the Executive's employment with Council in connection with or related to the performance of the Duties as varied from time to time (whether or not in writing), and whether or not:
 - (a) created during normal business hours;
 - (b) using Council Property or Council's IT Systems;
 - (c) under the control of a manager; or
 - (d) as the subject of a specific direction.
- 15.1.3 To the extent that Council is not the owner of the Intellectual Property Rights described in clause 15.1.2, the Executive hereby assigns those rights to Council.
- 15.1.4 The Executive undertakes to execute all documents and do all things necessary to give effect to the ownership or assignment of Intellectual Property Rights in clauses 15.1.2 and 15.1.3 to Council, including after the termination of the Executive's employment.
- 15.1.5 The Executive is not permitted to make use of any Intellectual Property Rights for the Executive's own personal benefit or for the benefit of other persons without the prior written permission of Council during the course of the Executive's employment with Council or at any time afterwards.

- 15.1.6 The Executive must not use any material which the Executive knows, or should have known, would infringe the Intellectual Property Rights of a third person during the Executive's employment with Council.

15.2 Moral Rights

- 15.2.1 The Executive agrees that under Part IX of the Copyright Act the Executive has moral rights in any original Works of which the Executive is the author and in which copyright subsists and which are:

- (a) the right to attribution of authorship of the Works;
- (b) the right not to have authorship of the Works falsely attributed; and
- (c) the right to integrity of authorship, that is, not to have the Works subjected to derogatory treatment,

(together, **Moral Rights**).

- 15.2.2 The Executive consents, for the purposes of the Copyright Act, to Council doing any act or thing, or omitting to do any act or thing (whether occurring before or after the date of this Agreement), which may otherwise infringe a Moral Right of the Executive. This consent is given in relation to all Works made or to be made by the Executive in the course of the Executive's employment.

- 15.2.3 The Executive acknowledges that:

- (a) the Executive understands the legal significance and effect of giving this consent;
- (b) this consent has been freely and genuinely given; and
- (c) the Executive has not been subjected to any duress in connection with the giving of this consent.

16. Performance Review and termination for unsatisfactory performance

16.1 Performance Review

The Executive's performance must be reviewed periodically by Council to measure the Executive's achievement of the Performance Criteria.

16.2 Review of Performance Criteria

The Performance Criteria may be reviewed and amended in writing by Council, in consultation with the Executive, from time to time.

16.3 Notice of unsatisfactory performance

If Council considers that areas of the Executive's performance have not been satisfactory:

- 16.3.1 Council must provide written details to the Executive, together with time frames during which Council expects those areas of performance to be improved to a specified standard; and

- 16.3.2 Council may provide whatever counselling, advice and assistance are reasonably necessary to enable the Executive to improve the Executive's performance during that period.

16.4 Further unsatisfactory performance

At the end of those time frames, Council may:

- 16.4.1 take no further action;
- 16.4.2 extend the time frames for specified improvement for a further specific period; or
- 16.4.3 if the Executive's performance is still unsatisfactory, take disciplinary action against the Executive (which may include termination of employment upon the minimum amount of notice required by clause 11 of the Award or payment in lieu of such notice for all or any part of the notice period).

16.5 Monitor performance

Without necessarily conducting a Performance Review, Council may monitor the Executive's performance against the Performance Criteria on an ongoing basis. If at any time the Executive's performance is unsatisfactory, Council may follow the disciplinary and termination procedures set out in this clause.

17. Immediate termination

17.1 Grounds for immediate termination

The Executive's employment may be immediately terminated by Council if the Executive:

- 17.1.1 is charged with or found guilty of any criminal offence which in the reasonable opinion of Council brings Council into disrepute or affects the Executive's ability to carry out the Duties properly;
- 17.1.2 fails to immediately notify Council if the Executive is charged with or found guilty of any criminal offence;
- 17.1.3 is negligent in carrying out the Duties;
- 17.1.4 fails or refuses to obey any reasonable and lawful instruction regarding the performance of the Duties;
- 17.1.5 commits an act of serious misconduct;
- 17.1.6 commits an act of improper conduct, as defined in the *Public Interest Disclosures Act 2012*;
- 17.1.7 seriously or persistently breaches a term of this Agreement;
- 17.1.8 is precluded from working in Australia for any reason;
- 17.1.9 breaches Council's policies applicable to the Executive from time to time in relation to matters including occupational health and safety, bullying, privacy, anti-discrimination, sexual or other forms of harassment or use of Council's IT Systems;

17.1.10 engages in conduct that causes or may cause imminent and serious risk to the health and safety of a person; or

17.1.11 is declared bankrupt or fails to immediately notify Council if the Executive is declared bankrupt.

17.2 No compensation

If the Executive's employment is terminated immediately in accordance with clause 17.1, the Executive will not be entitled to notice, or payment in lieu of notice. The Executive will only be entitled to the Remuneration Package up to the date of the termination of employment and accrued entitlements to annual leave and long service leave (if any), but to no other compensation as a result of termination in these circumstances.

17.3 Suspension and related directions

17.3.1 At any time during the Executive's employment, Council may:

- (a) direct the Executive not to attend for work;
- (b) direct the Executive to perform no duties or only some duties; or
- (c) suspend the Executive with pay, where Council considers that the Executive may have committed an act or omission which may warrant investigation, disciplinary action or the termination of employment.

17.3.2 Suspension or stand down does not break continuity of the Executive's employment for service-based entitlement purposes.

18. Termination by agreement

In addition to any other right of termination, and without derogating from any right available under this Agreement, the Executive's employment may at any time be terminated by the mutual agreement of the parties on whatever notice or terms upon which the parties then agree.

19. Termination on notice by Council

19.1 Termination for reasons related to capacity or conduct of Executive

After the probationary period ends, in addition to any other right of termination in this Agreement, and subject to law, Council may terminate the Executive's employment prior to the Expiry Date for reasons related to the Executive's capacity or conduct.

If the Executive's employment is terminated in accordance with clause 19.1, the Executive is entitled to the minimum period of notice required by clause 11 of the Award, or payment in lieu of such notice for all or any part of the notice period.

20. Resignation by Executive

The Executive may terminate this Agreement by giving Council at any time before the Expiry Date notice as required under clause 11 of the Award.

21. Redundancy

21.1 Council may terminate employment

Council may terminate the employment of the Executive before the Expiry Date on the ground of redundancy where Council no longer requires the Executive's job to be performed by anyone except where this is due to the ordinary and customary turnover of labour.

21.2 Executive's entitlements on redundancy

21.2.1 If a redundancy and consequent termination of employment occurs in accordance with clause 21.1, the Executive's entitlements will be in accordance with and subject to the requirements of the Award.

21.2.2 For the avoidance of doubt, this Agreement does not create any entitlement to redundancy benefits where none exists under the Award or the FW Act.

21.3 Variation does not constitute redundancy

The Executive acknowledges that a variation to the Duties, in accordance with the terms of this Agreement, does not constitute a redundancy or entitle the Executive to any benefits under this clause.

22. Termination of employment on Expiry Date

22.1 The Executive acknowledges that the Executive's appointment, and the employment relationship between the Executive and Council, will terminate on the Expiry Date unless the Executive has been reappointed under a new contract under clause 2.4.

22.2 Under no circumstances will the Executive's employment or appointment be continued beyond the Expiry Date unless Council offers and the Executive accepts a new contract.

22.3 Upon expiry of this Agreement on the Expiry Date, under no circumstances will Council be liable to pay (whether under clause 21.2 or otherwise) severance monies as if the position were redundant.

23. Garden leave

23.1 If notice is given to terminate the Executive's employment or Council decides to advertise the Executive's position under clause 2.4.1 of this Agreement, then Council may:

23.1.1 direct the Executive not to perform any duties, or to perform specified duties;

23.1.2 direct the Executive to remain away from Council's premises;

23.1.3 direct the Executive to have no contact with any employee, client, customer or supplier of Council, including via social networking websites;

23.1.4 appoint another person to perform some or all of the Executive's duties; and

23.1.5 change the title of the Executive.

- 23.2 If the Executive is directed not to perform duties under clause 23.1, the Executive will remain bound by all the terms of this Agreement.

24. Understanding

- 24.1 The Executive understands and agrees that:
- 24.1.1 by signing this Agreement, the Executive voluntarily agrees to the termination of the Executive's employment and appointment on the Expiry Date; and
 - 24.1.2 the Executive's agreement to the termination and expiry provisions of this Agreement has not been produced by duress or coercion on the part of Council or its agents.

25. Requirements following termination of employment

25.1 If no extension of employment

If at the end of the Term, the employment of the Executive is not extended under a new contract of employment, it is agreed that such a decision does not necessarily imply any adverse assessment of the Executive.

25.2 Return of Council Property

Upon termination or expiry of the Executive's employment, the Executive must return to Council in good condition (subject to fair wear and tear) any Council Property which is in the Executive's possession or under the Executive's control.

25.3 Executive's assistance with legal proceedings

The Executive agrees that, after the employment terminates, the Executive will assist Council in any threatened or actual legal or other proceedings in which Council is involved, for which the Executive will be reimbursed all reasonable costs approved in advance by Council.

26. Surveillance

- 26.1 Computer surveillance is carried out under Council's policy on such surveillance. Council may at any time access, monitor, log and record any communication or information developed, used, received, stored or transmitted by the Executive using Council's resources, including Council Property and Council's IT Systems. Filtering systems are installed in Council's IT Systems which restrict the inward and outward flow of certain types of material, including emails and viruses. Accordingly, some email traffic and/or internet access may be blocked. By agreeing to the terms of employment, the Executive gives consent to Council to carry out computer surveillance.
- 26.2 The Executive consents to Council monitoring the Executive's use of Council's IT Systems, either at Council's premises or at any other place.
- 26.3 The Executive must comply with all applicable laws and Council's policies relating to the use of Council's IT Systems.

27. Notices

27.1 Delivery of notice

27.1.1 A notice or other communication given to a party under this Agreement must be in writing and in English, and must be delivered to the party by:

- (a) delivering it personally to the party;
- (b) leaving it at the party's address set out in the notice details;
- (c) posting it by prepaid post to the party at the party's address set out in the notice details; or
- (d) email to the party's email address set out in the notice details.

27.1.2 If the person to be served is Council, the notice or other communication may be served at Council's registered office.

27.2 Notice details

27.2.1 The notice details of each party are set out on page 2 of this Agreement under the heading 'Parties' (or as notified by a party to the other parties according to this clause).

27.2.2 Any party may change its notice details by giving a written notification to the other party.

27.3 Time of service

27.3.1 A notice or other communication is taken to be delivered:

- (a) if delivered personally or left at the person's address, upon delivery;
- (b) if posted within Australia to an Australian address:
 - (i) using express post, 2 Business Days after posting; and
 - (ii) using any other prepaid post, 6 Business Days after posting; and
- (c) if delivered by email, at the time the email left the sender's email system, unless the sender receives notification that the email was not received by the recipient.

27.3.2 Despite clause 27.3.1, a notice or other communication which is received after 5.00pm or on a non-Business Day (each in the place of receipt), is taken to be delivered at 9.00am on the next Business Day in the place of receipt.

28. Interpretation

28.1 Governing law

This Agreement is governed by the law applying in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

28.2 Council's policies

The terms of Council's policies are not incorporated as terms of this Agreement and are not intended to create any legally enforceable rights on the part of the Executive, but the Executive must abide by them because they are lawful and reasonable directions of Council.

28.3 Industrial Instruments

The terms of any Industrial Instrument apply as a matter of law and are not incorporated as terms of this Agreement and the parties agree that no express term of this Agreement is intended to give them contractual effect.

28.4 Words and headings

In this Agreement, unless expressed to the contrary:

- 28.4.1 words denoting the singular include the plural and vice versa;
- 28.4.2 the word 'includes' in any form is not a word of limitation;
- 28.4.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 28.4.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement; and
- 28.4.5 no rule of construction applies to the disadvantage of the party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.

28.5 Specific references

In this Agreement, unless expressed to the contrary, a reference to:

- 28.5.1 a gender includes all other genders;
- 28.5.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 28.5.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- 28.5.4 writing includes writing in digital form;
- 28.5.5 'this Agreement' is to this Agreement as amended from time to time;
- 28.5.6 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- 28.5.7 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;
- 28.5.8 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- 28.5.9 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;

- 28.5.10 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 28.5.11 anybody (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

29. General

29.1 Transitional provisions

The parties agree that, in circumstances where Division 7 of Part 2 of the Act commenced operation on 1 July 2021 and the Enterprise Agreement contains references to the *Local Government Act 1989* (Vic) that impact upon the terms and conditions of the Executive's employment at Council, this Agreement is to be treated and interpreted for all purposes as if it were an employment agreement made pursuant to section 95A of the *Local Government Act 1989* (Vic) for the purposes of clause/s 3.2.2 of the Enterprise Agreement.

29.2 Changes to law

If Council's obligations under any applicable law (including the Act or any regulations made pursuant to the Act) change after the Commencement Date, then Council may in its discretion vary the corresponding provisions of this Agreement or add a new provision.

29.3 Amendment

Subject to clauses 7.2, 16.2, 29.1 and 29.2, this Agreement may only be varied or replaced by a document executed by the parties.

29.4 Execution

Each party consents to the signing of this Agreement and any variations to it, either by physical or, to the extent permitted by law, electronic means.

29.5 Counterparts

- 29.5.1 This Agreement may be executed in counterparts, all of which taken together constitute one instrument.
- 29.5.2 If any party signs this Agreement electronically, then either an electronic form or a physical form of this Agreement bearing the party's electronic signature will constitute an executed counterpart.

29.6 Entire understanding

- 29.6.1 This Agreement:
- (a) constitutes the entire agreement between Council and the Executive about its subject matter; and
 - (b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation about that subject matter, that was imposed, given or made by Council or the Executive (or an agent of either of them) prior to entering into this Agreement.

29.6.2 The Executive has not been subjected to any duress in connection with entering into this Agreement.

29.6.3 The Executive acknowledges that in accepting employment with Council, the Executive has not relied on any representations regarding the Executive's employment made by Council (or its agents or employees) other than matters expressly set out in this Agreement.

29.7 Legal costs and expenses

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and other documents referred to in it, unless expressly stated otherwise.

29.8 Severability

Part or all of any clause of this Agreement that is unlawful or unenforceable is severed from this Agreement and the remaining provisions continue in force.

29.9 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement is not a waiver of their right at any later time to insist on performance of that or any other provision of this Agreement.

Schedules

Schedule 1

1.	CI 2.1 Schedule 6	Position	Manager Business Transformation and Technology
2.	CI 2.3 Schedule 6	Commencement Date	31/03/2025
2.	CI 2.3.1 Schedule 6	Expiry Date	30/03/2028
3.	CI 2.2	Ordinary hours/days of work	Full-time: 38 hours per week
4.	Schedule 6	Enterprise Agreement that applies to Council employees (but does not apply to or cover the Executive)	Banyule City Council Enterprise Agreement No. 8 2021

Schedule 2

Position Description

Note: the Position Description may be amended pursuant to clause 7.2.

Position Description



Position Title Classification Position Number Incumbent	Manager Business Transformation and Technology Senior Officer
Directorate Department Team	Corporate Services Business Transformation and Technology
Date Prepared by	January 2025 Director Corporate Services
Banyule City Council Overview	<p>Banyule City Council is an award-winning organisation that prides itself on a customer-focused culture of innovation, best practice and continuous improvement. We uphold an enviable reputation for customer service and work diligently to maintain high-quality services to provide the best possible opportunities and outcomes for the community we represent.</p> <p>Our community is made up of diverse, cultures, beliefs, abilities, bodies, sexualities, ages and genders. We are committed to access, equity, participation and rights for everyone: principles which empower, foster harmony and increase the well-being of an inclusive community.</p>
Department and Team Overview	The Business Transformation and Technology Department is dedicated to driving innovation and efficiency across Council by integrating Digital Transformation, IT Infrastructure and Operations, Continuous Improvement (CI), and Information Management.

	<p>The focus is on leveraging advanced technology, data-driven insights, and effective information management to optimise processes, enhance service delivery, and ensure secure, accessible, and well-governed information assets. By fostering a culture of continuous improvement, Council will streamline operations, improve user experiences, and ensure that digital initiatives effectively meet the evolving needs of Council and the community, creating a more agile, responsive, and technologically advanced organisation.</p>
Position Objectives	<p>The Manager of Business Transformation and Technology leads a dynamic team dedicated to driving innovation, optimising processes, and enabling technology-driven success. This leadership role shapes the organisation’s digital future, ensuring it remains agile, responsive, and prepared to meet the evolving needs of the community.</p> <p>This role is pivotal in steering critical areas such as Digital Transformation, Continuous Improvement, IT Infrastructure, Service Desk Operations, and Information Management. The Manager will work closely with stakeholders across the organisation to foster a culture of innovation, deliver seamless technology experiences, and ensure the organisation operates securely and efficiently in a digitally empowered environment.</p>

Our Values

All Banyule staff are to adopt the key values of Working Together Working Better and strive to meet these behaviours in carrying out their duties. Our core values are:



RESPECT is characterised by supporting each individual’s dignity and worth.



INTEGRITY is the quality of staying true to our moral, ethical, and spiritual principles.



RESPONSIBILITY is acknowledging and accepting the choices we make, the actions we take, and the results they lead to.



INITIATIVE is characterised by having a proactive, resourceful and persistent approach to work.



INCLUSION is characterised by embracing and valuing the perspectives and contributions of all.

Key Responsibility Areas	Strategic Leadership <ul style="list-style-type: none">Develop and execute a vision for business transformation and technology that aligns with organisational goals and community needs.
---------------------------------	--

- Deliver Banyule's organisational strategy by developing, leading and executing Banyule's Council Plan and the associated programs through building powerful strategic alliances across the organisation to ensure the commitment to digital engagement.
- Develop the culture, capacity and capability of the organisation to truly embrace digital opportunities so that continuous improvement, and digital thinking and delivery becomes fully embedded.

Leadership, Culture, & Team Development

- Lead the continuous improvement and transformation culture and programs to deliver on the organisation's strategic digital outcomes
- Play a key role in Council's Senior Leadership Team - championing continuous improvement and digital transformation and the Council's leadership values and behaviours
- Lead a team of innovative IT and Continuous Improvement professionals to ensure the delivery of high-quality IT support services
- Inspire and mentor a diverse team of professionals, promoting collaboration, innovation, and professional growth.

Continuous Improvement

- Lead initiatives to streamline workflows, reduce complexity, and foster a culture of operational excellence.
- Manage and deliver process, technology and cultural change initiatives across the organisation.

Digital Transformation

- Drive the adoption of cutting-edge technologies and innovative practices to modernise operations, enhance user experiences, and improve service delivery.
- Define key business challenges and needs and provide the digital solutions to meeting these challenges.
- Ensure that all aspects of an Enterprise Architecture approach to solution delivery is met.

Information Management

- Champion effective data governance and leverage insights to enhance decision-making and organisational performance.
- Maintain a secure and reliable corporate information environment that provides a responsive, quality service to all users.

	<p>IT Infrastructure and Service Desk</p> <ul style="list-style-type: none"> • Oversee the development, maintenance, and security of IT systems and provide responsive support to ensure uninterrupted operations. • Ensure Council's IT operations are contemporary and fit for purpose, providing strategic direction in technology to ensure the efficient and effective function of the organisation. • Lead the delivery of high-quality IT support services to meet the evolving needs of the organisation. <p>Stakeholder Engagement</p> <ul style="list-style-type: none"> • Collaborate with internal and external stakeholders to understand their needs, identify opportunities, and deliver technology-driven solutions. • Build positive, effective relationships with vendors, service providers, and regulatory authorities. • Liaise with key stakeholders and undertake consultation on projects and strategies.
Organisational Relationships	<p>Position Reports to: Director Corporate Services</p> <p>Direct reports: IT Infrastructure, Operations & Applications Coordinator, Program Manager, Continuous Improvement Coordinator, Information Management Coordinator</p> <p>Internal Liaisons: Executive and Senior Management and all Council employees</p> <p>External Liaisons: General public, Residents, Local Organisations and Community groups, Customers, Contractors, State Agencies, Industry Peak Bodies, State & Federal Government Departments.</p>
Accountability and Extent of Authority	<ul style="list-style-type: none"> • Oversee the preparation of annual and strategic budgets for the Department • Monitor and analyse variations between budget and actual results and initiate or recommend appropriate corrective measures. • Attend Council, Committee, Senior Management or other meetings as may be required to provide professional advice within area of expertise. • Represent the Council at public and internal forums and demonstrate support for Council Plan objectives and the leadership team. • Provide Councillors, Directors, Managers and other stakeholders timely, accurate and relevant reports on both quantitative and qualitative results and progress. • Ensure the Director and the Chief Executive Officer (CEO) remain informed on progress against the Council Plan's objectives and Annual Plan Key Performance Indicators.

	<ul style="list-style-type: none"> • Undertake the duties of Director from time to time as required by the CEO during the Director's periods of leave. • Initiate organisation-wide projects and cross functional project teams where personal skills and expertise can add value in pursuit of new initiatives or legislative requirements across the broader organisation.
Judgment and Decision Making	<ul style="list-style-type: none"> • Make rational and sound decisions based on the consideration of the available facts and alternatives. • Appropriately identify and escalate matters outside scope of control. • Exercise political and management nous with a high degree of integrity. • Make formal recommendations to the Executive on matters pertaining to Departmental programs including strategy and policy development and delivery in accordance with corporate strategy and statutory requirements. • Investigate and apply contemporary best practice approaches from both public and private organisations. • Scan the internal and external environment to use all information to make decisions, identify risks, adjust approaches when necessary and seize emerging opportunities for the organisation.
Specialist Knowledge and Skill	<ul style="list-style-type: none"> • Possess comprehensive knowledge of relevant legislation, guidelines policies, issues and trends in information and communication technology, information security, records management and digital transformation. • Extensive skills in successfully delivering traditional and agile projects in a complex environment. • Maintain contemporary technical understanding of specialist area. • Effectively influence and negotiate to gain agreement to proposals and initiatives. • Understand and value good governance practices. • Possess excellent verbal reasoning and reporting writing skills. • Use specialist expertise to improve overall organisational performance and deliver effective outcomes. • Highly skilled in the preparation and presentation of reports and submissions.
Management Skills	<ul style="list-style-type: none"> • Lead multi-disciplinary, inter-departmental project and program delivery teams to deliver impactful programs, projects and services. • Clearly define role expectations, monitor performance, provide timely and constructive feedback, and facilitate employee development to build an engaged and effective team. • Anticipate potential problems, pre-empt required actions, and actively deal with conflict to achieve a timely and pragmatic resolution.

	<ul style="list-style-type: none"> • Translate strategic direction into meaningful long-term plans and objectives for area of responsibility. • Encourage and motivate people to engage in continuous learning and empower them by delegating responsibility for work. • Identify development needs of individuals and constructively manage performance. • Respond flexibly and manage resources to address changing demands and deliver program objectives.
Interpersonal Skills	<ul style="list-style-type: none"> • Maintain composure under pressure and be energised by challenges using a growth mindset to successfully navigate and lead change. • Positively contribute to a sense of collegiality as a member of the organisation's leadership group. • Present as genuine and sincere when working with others. • Build and sustain strong relationships within the organisation, across the community, and with a diverse range of external stakeholders. • Provide forthright and impartial advice in a constructive manner that brings stakeholders on board and facilitates the achievement of organisational objectives.
Qualifications and Experience	<ul style="list-style-type: none"> • Tertiary and/or post graduate qualifications in IT, Data Science, Project Management (IT specialisation), Business, or a related discipline. • Considerable and diverse experience in a professional, high performance work environment. • Demonstrated experience to proactively lead and motivate staff in a range of disciplines.

Key Selection Criteria

- Tertiary qualification / post graduate qualification in IT, Data Science, Project Management (IT specialisation) Business, or a related discipline.
- Considerable and diverse work experience at a senior level in IT systems, infrastructure, and information management.
- Substantial experience in the development of high-performing teams and possession of effective leadership competencies to coach, develop and inspire.
- Strong strategic thinking and problem-solving abilities.
- A proven track record in leading digital transformation and driving operational excellence.
- Demonstrable experience embedding new practices in digital and technology across an organisation that enables core digital teams to focus on more specialist tasks.
- Lead and inspire the core delivery team to ensure the technical, operational and strategic digital needs are met.
- Exceptional interpersonal and communication skills to engage and inspire diverse stakeholders.

- A commitment to continuous improvement, innovation, and delivering measurable results.
- Current Driver's licence
- Current Working with Children's Check

Preferred candidates will be required to undertake a Psychometric Assessment and Nationally Coordinated Criminal History Check (NCCHC) (Previously known as a police check) as part of the selection process.

Environmental and Sustainability Requirements	<ul style="list-style-type: none"> • Adhere to Council's Environment Policy and Environment Strategy. • Adhere to Council's Sustainability Code of Practice and Environmental Purchasing Guidelines.
OH&S and Other Risk Requirements	<ul style="list-style-type: none"> • Ensure a safe and healthy environment by fulfilling the responsibilities and requirements of Council's health and safety system and health and wellbeing program. • Exercise reasonable care to prevent injury to oneself and others who may be affected by one's duties and actions. • Exercise due care for Council property for which this position is responsible or issued. • Ensure a child-safe environment and contribute to a culture of child safety by fulfilling the responsibilities and requirements of Council's Child Safe Policy and procedures. • Adhere to and attend Council's Mandatory training.
Continuous Improvement Requirements	<ul style="list-style-type: none"> • Adhere to Council's Continuous Improvement Framework. • Ensure that processes and systems are fit for purpose and continuously reviewed to ensure the delivery of the best possible service to the community whilst demonstrating value for money.

Schedule 3

Performance Criteria

Note: the Performance Criteria may be amended pursuant to clause 16.2.

A. General Performance Criteria

Council Plan

Participate actively in the development, review and implementation of the Council Plan's Vision, Objectives and Key Directions.

Customer Service and Satisfaction

Ensure all services are delivered in accordance with the commitment detailed in Council's customer service standards – The Banyule Service Promise.

Employee Development Reviews

Ensure all Employee Development Reviews are timely completed with objectives and achievement measures linked to the Council Plan and the WTWB values.

Best Value

Develop and deliver services that are relevant, accessible and responsive to community needs having regard to the Best Value Principles.

Financial Sustainability

Implement the Council Plan Objectives and Key Strategic Directions in a manner that maximises resources available and is within a financially sustainable framework in the medium to long term.

Organisational Culture

Encourage leadership and management styles that demonstrate constructive behaviours in the way people work and interact with each other.

Risk Management & OHS

Implement a range of policies, procedures, processes and controls that minimise Council's operational exposure to risk and ensures maximum health, safety and wellbeing for all staff, contractors and the general public.

Governance

Discharge key responsibilities in accordance with all Laws, Regulations, Codes, Standards and Policies and practice behaviours that are consistent with the ethical values of Council.

General

Such other objectives and criteria as may be established and agreed between the parties.

B. Staff Development Program – New Objectives

Refer to the Annual Banyule City Council Staff Development Program containing new annual objectives, opportunities for improvement and professional development required to meet performance requirements as set out in this agreement under clause 4.

Schedule 4

Motor Vehicle entitlements

Council may provide the Executive with a motor vehicle or equivalent (**Vehicle**) in accordance with Council policy, as amended from time to time.

The annual cost to the Executive of the Vehicle may be reviewed at any time and may be adjusted by Council, in accordance with any relevant Council policy as applicable from time to time.

Schedule 5

Remuneration Package and salary package arrangements

Salary*	\$184,069.51
Superannuation (the amount Council is required to contribute to avoid a charge under the Superannuation Guarantee Legislation)*	\$ 21,167.99
Motor vehicle value*	TBC
Remuneration Package	\$205,237.51 (per annum)

*For the avoidance of doubt, the individual components of the Remuneration Package set out above may be varied by Council due to:

- (a) any change in the cost to Council of all fringe benefits taxes levied on part of the Remuneration Package, or on any other benefit provided to the Executive under this Agreement; or
- (b) any other legislative change, with the exception of the superannuation contribution required under Superannuation Guarantee Legislation, which may increase at Council's cost.

Legislative increases to the superannuation contribution will result in a commensurate increase to the Remuneration Package, at Council's cost.

Salary for accident make up pay

The Executive's salary for the purpose of accident make up pay will be \$184,069.51

Schedule 6

Definitions

Act means the *Local Government Act 2020* (Vic), or any successor legislation.

Agreement means this contract of employment, including any schedules.

Award means the *Victorian Local Government Award 2015*.

Business Day means a day other than a Saturday, Sunday or a Public Holiday in Victoria.

Chief Executive Officer means the person holding or acting in the office of Chief Executive Officer of Council from time to time, or their delegate.

Code of Conduct means the code of conduct developed and implemented by the Chief Executive Officer in accordance with section 49 of the Act.

Commencement Date means the date specified in Item 2 of Schedule 1 as the date on which the Executive's employment under this Agreement commences.

Confidential Information means any confidential information relating to the business of Council that comes to the knowledge of the Executive and includes without limitation:

- (a) confidential information as that term is defined at section 3 of the Act;
- (b) financial, budgetary, marketing, research and business plan information;
- (c) the position of Council, any Councillor or Council employee on any confidential matter;
- (d) the terms of this Agreement, other than any terms disclosing the Executive's remuneration or any terms and conditions of the Executive's employment that are reasonably necessary to determine the Executive's remuneration outcomes;
- (e) the terms of any contract, agreement or business arrangement with third parties;
- (f) trade secrets, licences, know-how and related information;
- (g) third party information disclosed in confidence; and
- (h) any other information the disclosure or use of which may be detrimental to the interests of Council or of any other person who has provided it to Council on a confidential basis,

but does not include information in the public domain (unless in the public domain due to a breach of confidentiality by any person).

Copyright Act means the *Copyright Act 1968* (Cth), or any successor legislation.

Council Property means Council's physical and digital property and Intellectual Property Rights, including without limitation documents, records, Council information including Confidential Information, keys, access pass, vehicles, computer, computer systems, machinery, tools, mobile telephones, hard drives, thumb drives and other equipment and property of Council.

Council's IT Systems means all electronic data, computers, data communications, telecommunications, internet services, printing systems and mobile devices (including smart phones, iPads and the like) owned, controlled or licensed by Council and supplied or made available to the Executive.

Duties means the responsibilities, duties and functions of the Executive specified in this Agreement, including in the Position Description, or as otherwise lawfully and reasonably directed by Council.

Employment Benefits means the benefits shown in Schedule 5 in connection with the performance of the Duties.

Enterprise Agreement means the enterprise agreement set out in Item 4 of Schedule 1.

Expiry Date means the date set out in Item 2A of Schedule 1 as the date on which this Agreement expires and the employment ceases.

FW Act means the *Fair Work Act 2009* (Cth).

Governance Rules means the Governance Rules developed and adopted by Council in accordance with section 60 of the Act.

Industrial Instrument means an enterprise agreement or any modern award made under the FW Act which covers and applies to the Executive.

Intellectual Property Rights means all intellectual property rights (whether or not registered including all applications and the right to apply for registration) which are owned by or licensed to Council including, without limitation:

- (a) any processes, technology, systems, reports, specifications, blue-prints, patents, trademarks, service marks, trade names, domain names, designs, design rights, brands and company names, trade secrets, copyright works, URLs, drawings, discoveries, inventions, improvements, technical data, research data, formulae, computer programs, software, know-how, logos, symbols and similar industrial or intellectual property rights; and
- (b) the right to keep Confidential Information confidential.

National Employment Standards means, collectively, the minimum terms and conditions of employment set out in Part 2-2 of the FW Act.

Performance Criteria means the performance criteria set out in Schedule 3, as reviewed and amended in writing by Council in consultation with the Executive from time to time.

Performance Review means the annual performance review under clause 16.1.

Position means the position set out in Item 1 of Schedule 1.

Position Description means the position description set out in Schedule 2, or as amended in accordance with clause 7.2.

Public Holiday has the meaning given in section 115 of the FW Act.

Remuneration Package means the amount specified in clause 10 and Schedule 5.

Salary means the salary specified in Schedule 5 as varied from time to time.

Superannuation Guarantee Legislation includes the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Term means the period of employment specified in clause 2.

Works means a literary work, a dramatic work, a musical work, an artistic work or a cinematograph film as those terms are defined in Part IX of the Copyright Act.

Signing Page

Executed by the parties

Signed by Allison Beckwith, for and on behalf of Banyule City Council in the presence of:

.....
Witness

DocuSigned by:
) Allison Beckwith
)
) C045D7CA13684C6...
14/3/2025 | 5:36:20 PM AEDT
.....
Date

Signed by Tim Wakeham in the presence of:

.....
Witness

DocuSigned by:
) Timothy Wakeham
)
) 8D8C44A127FE407...
14/3/2025 | 6:08:55 PM AEDT
.....
Date