

21 February 2020

Ben Webb  
[REDACTED]

Kirribilli NSW 2060

PRIVATE AND CONFIDENTIAL

Dear Ben,

**Re: Manager Works and Projects, 19/342;**  
Works and Projects, Operations

I am pleased to offer you employment with the City of Canterbury Bankstown (the 'Council') for the above position on the terms and conditions set out below. Your signature at the end of this letter of employment will evidence your acceptance and this letter of offer will constitute your contract of employment with Council and be described as the 'contract' or 'contract of employment'.

**1. COMMENCEMENT**

- 1.1. Your date of commencement will be **Monday, 24 February 2020**. On your day of commencement, please report to **Zareek Ali (Talent Management Officer)** on **Level 2, Civic Tower, 66 – 72 Rickard Road, Bankstown NSW 2200**, at **9:00 am**. When appointed to this role you will be based at **Civic Tower, 66 – 72 Rickard Road, Bankstown NSW 2200** or elsewhere as reasonably directed by Council depending on the operational needs of the business.

**2. SUPERVISOR**

- 2.1. Your direct supervisor will be **Anthony Vangi (Director City Operations)** and your next level supervisor will be **Matthew Stewart (General Manager)**.

**3. CONDITIONS OF EMPLOYMENT**

- 3.1. The conditions of your employment will be in accordance with the *Local Government (State) Award 2017*. You will be required to comply with Council's Code of Conduct, Policies and Procedures. The Code of Conduct, Policies and Procedures do not form part of the employment contract.
- 3.2. Please note that this offer is conditional upon your right to work in Australia. You are required to provide a certified copy of your birth certificate or passport to verify you have the right to work in Australia, and return with this letter prior to your commencement of work at Canterbury-Bankstown Council.
- 3.3. The essential duties of this position are contained in the Position Description attached to this contract.
- 3.4. Council requires you to be flexible and in addition to perform any other duties which Council may assign to you having regard to your skills, training and experience.

**4. PROBATION**

- 4.1. You will be employed for a probation period for three months upon your



commencement. Your work performance and conduct will be monitored during this period to determine your suitability for continued employment as a permanent employee.

- 4.2. During the probation period, either you or Council may terminate your employment with notice in writing as required by the Award or, in the case of Council, paying in lieu of notice.

## 5. TEMPORARY TERM CONTRACT

- 5.1 This temporary term contract position is offered on a temporary full time basis. In accepting this temporary contract you are accepting a contract of up to **Friday 20 August 2021** and acknowledge that the duration of this contract may be less.

## 6. REMUNERATION

- 6.1. Your gross salary will be **\$182,300 per annum (Manager Grade)** which will be paid to you on a current fortnightly basis, deposited by direct credit, into the bank account nominated by you. Fortnightly pay comprises of two weeks' pay in arrears.

## 7. SUPERANNUATION

- 7.1. In addition to your salary, Council will pay the Superannuation Guarantee Levy, currently calculated at 9.5% of your ordinary time earnings, to your nominated Superannuation Scheme on your behalf or the applicable figure in accordance with the Local Government Superannuation Defined Benefits Scheme.
- 7.2. Enclosed are a Choice of Superannuation Fund (Standard choice) form and a Local Government Superannuation Scheme (Accumulation Scheme) form. Only complete one of these forms. If you want to contribute to a superannuation scheme other than Local Government Superannuation Scheme, fill in the Choice of Superannuation Fund Standard choice form and complete Part B. If you want to contribute to the Local Government Superannuation Scheme complete this form including page 2.

## 8. HOURS OF WORK

- 8.1. As a full time employee, you will be required to work your ordinary 35 hours per week Monday to Friday.
- 8.2. Council's core hours of work are generally between 8.00am and 5.30pm, Monday to Friday, with an unpaid lunch break of half hour/one hour each day. Depending upon the requirements of the position your ordinary hours of work can be varied for you to work outside Council's core business hours at the discretion of Council.
- 8.3. Council does expect that you obtain your Supervisor's approval prior to working outside our ordinary hours of work or carrying out work that entitles you to overtime. Any overtime worked without obtaining your Supervisor's approval is work performed other than at the direction of Council and consequently work for which you will not be paid.
- 8.4. Council expects that you attend Council meetings and relevant briefings and lead and participate in organisational work outside of normal hours.

## 9. ANNUAL AND SICK LEAVE ENTITLEMENTS

- 9.1. Your annual leave entitlement will be 5 weeks per annum, at the completion of 12 months service, accrued on a pro-rata basis.

- 9.2. Your sick leave entitlement will be 3 weeks per annum. The untaken balance of sick leave will accrue from year to year but will not be payable upon termination.

#### **10. MOTOR VEHICLE**

- 10.1. As you have agreed to supply your own vehicle for official business, and this vehicle will be available continuously when you are on duty, you will be paid a taxable car allowance of \$16,894.98 per annum. This allowance will be paid for the use and depreciation of the vehicle and will be paid on a fortnightly basis at the amount of \$649.8069 per fortnight with your normal standard pay.
- 9.2 You are required to keep all your own records regarding your business travel expenses to be eligible to claim on this allowance on your tax return.
- 9.3 You may be required by Management to present Council with your current driver's licence periodically. If your driver's licence is suspended, cancelled or restricted by a court of competent jurisdiction whilst employed with the Council, Council reserves the right to terminate your employment

#### **11. PRE-EMPLOYMENT CHECK**

- 11.1. Your employment with Council is conditional upon Council receiving a satisfactory assessment from your Criminal History assessment as to your suitability to work with Canterbury Bankstown Council. Should the assessment be unsatisfactory, Council will terminate your employment immediately in accordance with our policy and procedures.

#### **12. WORKPLACE SURVEILLANCE**

- 12.1. In accordance with the *Workplace Surveillance Act 2005*, we draw your attention to the existence of various forms of surveillance in the workplace.
- 12.2. Closed circuit television (CCTV) cameras are installed at various locations. Other types of cameras are used as well. Their presence is clearly visible and signage or other warnings indicate if they are in use.
- 12.3. Computer surveillance is employed in the workplace. This enables Council to monitor the use of its computers and related technology. Monitoring includes employees' use of email and internet services.
- 12.4. Tracking surveillance in the form of global positioning system (GPS) or similar devices may be used in Council vehicles. Their presence is clearly visible and signage indicates their use in tracking the vehicle's location and movement.
- 12.5. In most cases, surveillance is continuous and ongoing. The use or disclosure of surveillance information is restricted by the Act.

#### **13. NOTICE**

- 13.1. Please be aware that should you wish to cease your employment with Council, you are required to provide written notice in accordance with the provisions outlined within the *Local Government (State) Award 2017*.
- 13.2. Prior to the termination of your employment, you must return to Council all property belonging to Council in your possession or control.

#### **14. REDUNDANCY**

- 14.1. If your position is made redundant, the provisions contained within the Award, as amended from time to time, will apply.



## 15. CONFIDENTIAL INFORMATION

- 15.1. You must not, during your employment or after the termination of your employment, use or disclose (directly or indirectly) any confidential information of Council. If there is uncertainty about whether information is confidential, it shall be regarded as such unless otherwise advised in writing by Management.
- 15.2. All written and intellectual property, and business in confidence information (including but not limited to electronic and printed files and materials) remains the property of the City of Canterbury Bankstown. Such materials acquired during the course of your employment shall not be used in the course of future employment.

## 16. ONBOARDING

- 16.1. As part of this letter of offer you have received a link to complete the Canterbury - Bankstown Council mandatory Corporate Induction Package. This contains a copy of our Human Resources policies and procedures, Workplace Health and Safety and Return to Work PowerPoint slides, WHS Questionnaire, Code of Conduct booklet and relevant employment forms. As a condition of your employment you are required to complete all modules assigned to you in the Workpro online on-boarding platform including, Policy and Procedures, Code of Conduct and Work Health & Safety.
- 16.2. Please ensure you print and bring completed, bank, tax, superannuation, diversity questionnaire and secondary employment form if applicable with you on your first day with any questions that you may have about this documentation or Council's expectations of you.
- 16.3. A formal Corporate Induction day will be held at a date to be confirmed, which you will be required to attend. At this induction you will be provided with detailed information on the organisation's structure, policies, procedures and conditions/benefits including an overview of Council's Code of Conduct, Manual Handling and Work Health and Safety training.

## 17. ACCEPTANCE OF EMPLOYMENT

- 17.1. Please confirm your acceptance of our offer by returning a signed copy of this letter to Human Resources by **Monday, 24 February 2020**.
- 17.2. Should you have any queries in relation to this offer of employment, please do not hesitate to contact **Melissa Allison (Team Leader Talent Management)** on **02 9707 9591**.

Ben, I would like to congratulate you on your appointment and I wish you all the best in your new role.

Yours sincerely,

  
**Simone Cook**  
**Feb 21 2020 1:09 PM**

**Director People and Performance**

Encl. **Manager Works and Projects** Position Description



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**STATEMENT OF ACCEPTANCE**

I accept the position of Manager Works and Projects under the terms and conditions set out in the above letter.

Signed:  Date: 23 February 2020  
*Ben Webb*



## **Diversity Questionnaire**

### **What is a diversity questionnaire and what is it used for?**

This questionnaire provides us with information on the diversity of our workforce and will allow us to create a comprehensive picture of our staff diversity profile.

The statistical data will be used to assist with workforce policy development and planning within Canterbury Bankstown Council.

It is not compulsory for you to disclose your diversity status. You can choose not to complete any or all of the survey questions.

### **Confidentiality**

Maintaining the confidentiality of your personal information is of utmost importance to us. This information will be held on your confidential personnel file in Human Resources and in our confidential Payroll system. This information will only be released in statistical form (never individually) and will be used for planning, you may ask to view or amend your personal information.

Should you have any questions, please contact your Human Resources Representative, direct supervisor or manager.

### **Instructions**

The questionnaire will take approximately five minutes to complete.

Information about your cultural background and disability status is important to us. However if you have a particular reason for not wanting to answer a question, select 'prefer not to answer', and continue to answer the other questions and return the form.

Once you have completed the questionnaire please place it in a sealed internal envelope addressed to:

Human Resources Department

The questionnaire should be returned by the end of your first week.

Thank you for taking the time to read this information sheet and complete the questionnaire.