

14 June 2011
Lara Kirchner General Manager
September 2011
Peter Fitzgerald's engagement
ceases



This Contract of Employment is made on 01 June 2006

Between Botany Bay City Council of 141-143 Coward Street, Mascot, 2020 in the State of New South Wales (herewith referred to as "the Council")

and Peter Anthony Fitzgerald of [REDACTED] in the State of New South Wales (herewith referred to as "the General Manager").

1. INTENTION

- 1.1 The Council by resolution at its meeting on 24 May 2006 resolved to re-appoint Peter Anthony Fitzgerald as General Manager under a contract to expire in 18 September 2011.
- 1.2 The parties hereto desire that the terms and conditions of appointment and the function powers and responsibilities of the parties as they relate to each other be set out in writing.

2. TERM OF APPOINTMENT

- 2.1 Subject to the provisions of Clause 9 hereto, this contract shall remain in force until 18 September 2011.

3. RENEWAL OF APPOINTMENT

- 3.1 At least six (6) months before 18 September 2011 the General Manager shall advise the Council in writing if he is seeking re-appointment.
- 3.2 The Council and Peter Anthony Fitzgerald may agree to renew or extend the Contract as per the Local Government Act, 1993.
- 3.3 In the absence of re-appointment or appointment to another position, the General Manager's employment terminates in 18 September 2011 or such other date as may be determined by reference to Clause 9.1.
- 3.4 Subclauses 3.1 and 3.2 are conditional upon the General Manager still being in Council's employ as at the dates referred to in those particular subclauses.
- 3.5 Where the General Manager signifies acceptance of any renewal offer then the General Manager thereby confirms having been granted the opportunity to obtain appropriate preliminary legal and financial advice concerning the terms of the offer with the opportunity for final advice signified by execution of a renewal contract.

4. RESPONSIBILITIES

4.1 The General Manager shall:

- a. Satisfactorily carry out the responsibilities set out in the description in Schedule A.
- b. Comply with all the provisions of the performance agreement.
- c. Diligently exercise delegations as specified in Schedule D.
- d. Promote the best interest of the Council.
- e. Comply with all resolutions of the Council and policies of the Council adopted from time to time.
- f. Comply with all directions of the Mayor.
- g. Perform all duties imposed by law.
- h. Not engage in other remunerated work without the prior written consent of the Council other than work current at the commencement of this contract.
- i. Comply with the principles of EEO and the Code of Conduct as it applies to staff and as adopted by Council from time to time.

4.2 The responsibilities and performance criteria set out in Schedule A may be varied from time to time by agreement in writing between the Council and the General Manager. The responsibilities in relation to delegation of authority contained in Schedule D may be changed by Council at any time.

4.3 In the event of inconsistency between a Council resolution and a direction of the Mayor then Council's resolution shall prevail.

5. PERFORMANCE AGREEMENT

5.1 The General Manager and the Council shall sign a Performance Agreement within 3 months of the commencement of this Contract. The Performance Agreement shall be reviewed at least annually and may be varied following agreement between the parties.

5.2 The Performance Agreement shall set strategic objectives and performance measures consistent with the resources Council is prepared to provide and in keeping with the responsibilities of the General Manager as set out in Schedule A.

- 5.3 Performance reviews shall be conducted on behalf of Council in respect of the General Manager at least twice per year but with no less than three months between reviews. The General Manager shall be given at least ten working days notice that a performance review is to be conducted.
- 5.4 Within one month of the conclusion of a performance review a written statement which sets out:-
- (a) Conclusions about the employee's performance during the period which is subject of the review;
 - (b) Any proposal to vary the performance criteria set;
 - (c) Any directions or recommendations made to the General Manager in relation to the General Manager's future performance of duties of the position;
- shall be forwarded to the General Manager.
- 5.5 The review procedure shall in accordance with Schedule B.

6. REMUNERATION

- 6.1 The General Manager will receive a total remuneration package at the commencement of this contract as set down in Schedule F.
- 6.2 The total remuneration package for the position will be independently reviewed by 31 December each year and take effect from that date.
- 6.3 Such reviews will have regard to market salary, Council's position in the market place, the value of non-cash benefits and the General Manager's performance and shall be in the form of a performance range with minimum, midpoint and maximum values. Annual assessment shall also rely on movements in Senior Executive Services remuneration and non-cash benefit valuations as determined from time to time by the Government and Other Officers Remuneration Tribunal or its successors.
- 6.4 The midpoint is the appropriate pay level for a job holder who is competent in the position as evaluated and who is achieving job requirements.
- 6.5 Within one (1) month of receipt of advice as to the outcome of the review under Subclause 6.3 the General Manager may alter the various elements or components of the remuneration package provided that:-

6.5.1 The implementation of any variation will not result in Council being liable for a total cost in excess of the amount of the total remuneration package payable to the General Manager as assessed in accordance with Subclause 6.3 subject to the concurrence of the Mayor.

6.5.2 Any such variation shall not reduce the salary component below fifty per centum of the value of the total remuneration package as assessed in accordance with Subclause 6.3. Such salary shall be paid in the form and frequency commonly applying to Council's staff.

6.5.3 Any such variation is not contrary to law and the variations propose a proper and ethical arrangement.

6.6 In determining the appropriate components of the package the General Manager shall be accorded access to appropriate legal and financial advice to assist in arriving at an informed decision.

7. HOURS OF WORK

Unless absent on leave as provided hereunder or through illness or injury, the General Manager shall work such normal working hours as are reasonable necessary to meet the responsibilities of the position as set out in Schedule A.

8. LEAVE, EXPENSES, ALLOWANCES AND PROFESSIONAL DEVELOPMENT

8.1 The General Manager, having been an employee of the Council before the commencement of this Contract, shall not suffer removal, abolition or alteration to the detriment of the General Manager of any entitlements already accrued save as detailed in Schedule E.

8.2 The General Manager is entitled to leave in accordance with Schedule E for the duration of this contract unless varied by agreement in writing. Such leave will be paid at the salary rate applicable to the General Manager at the time of taking the leave. The General Manager may choose to receive payment in lieu of any leave in credit at any time during the period of this contract.

8.3 The Mayor may grant special leave with or without pay and/or expenses in accordance with Schedule E.

8.4 The Council shall supply and meet the General Manager's equipment needs, expenses and allowances as set out in Schedule E.

9. TERMINATION OF APPOINTMENT

9.1 This Contract may be terminated before 18 September 2011 in the event of any of the circumstances as follows:-

9.1.1 By Council and the General Manager agreeing in writing on mutually acceptable terms.

9.1.2 By the Council where the General Manager has suffered permanent incapacity preventing the performance of duties as outlined in the contract. Such incapacity to be assessed by two appropriately qualified medical practitioners.

9.1.3 By the Council for any reason on payment of a sum equivalent to the remainder of the contract but not less than a sum equivalent to 12 months' value of the total remuneration package including all benefits.

9.2 Payments made under this clause shall be in lieu of any salary, benefit or entitlements accrued under this contract.

10. VARIATION OF CONTRACT

Any variation of this Contract shall be by agreement in writing signed by the parties.

11. WAIVER

The failure of either party to, at any time, enforce or demand compliance with any provision of this contract or any right under this contract or the failure of either party to exercise any election in the contract shall in no way be regarded as constituting a waiver by, such party of any provision, right or election and shall not otherwise affect the validity of this contract in any way.

12. NOTICE

Any notice or notification required under this contract shall be in writing addressed to the party at the party's address as specified in this contract or as may be advised by one party to the other from time to time in writing.

13. INTERPRETATION

13.1 In this Contract, unless the context otherwise requires:-

- (i) The singular shall include the plural and the plural shall include the singular;
- (ii) headings are for convenience only;

(iii) reference to "month" shall mean a calendar month and reference to "year" shall mean a calendar year;

(iv) "the Council" includes any successor of the City of Botany Bay including any Council, agency or body which substantially take over the duties and functions of the City of Botany Bay.

13.2 If reading down a provision of this contract would prevent a provision being invalid or void or voidable it shall be read down to the extent that it is capable of being read down to preserve its validity.

13.3 If a provision of this contract is invalid or void or voidable such invalidity will not affect the validity of the remainder of the contract, which remainder shall continue with full force and effect.

14. SCHEDULES

All schedules to this contract form part of the contract.

15. THE LAW IN FORCE

The law applicable to this contract is the law for the time being of the State of New South Wales.

16. DISPUTE RESOLUTION

16.1 If a dispute arises out or relates to this Contract, or the breach, termination, validity or subject matter of the Contract, or as to any claim in tort, equity or pursuant to any domestic or international statute or law, the parties to the Contract and the dispute expressly agree to endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Dispute Centre ("ACDC") before having recourse to legal proceedings.

16.2 The party claiming that a dispute has arisen must give written notice to the other parties to the dispute specifying the nature of the dispute.

16.3 On receipt of the notice specified in Subclause 16.2, the parties to the dispute must within fourteen (14) days of notification make their best endeavours to resolve the dispute.

16.4 If the dispute is not resolved within fourteen (14) days or such further period as the parties agree, then the dispute must be referred to ACDC for mediation.

16.5 The mediation shall be conducted in accordance with ACDC mediation guidelines which set out the procedures to be adopted, the process of selection of the mediator, the costs involved and which terms of the ACDC mediation guidelines are deemed incorporated.

16.6 This clause shall not merge upon completion.

17. PROFESSIONAL DEVELOPMENT

17.1 The employee has a duty to keep himself informed of the developments in areas which fall under the employee's professional responsibility. The employee is encouraged to take responsibility for the employee's own training and development. The Council agrees to provide the employee with reasonable assistance in pursuing opportunities to develop professional knowledge in relevant scientific, technological and management areas.

17.2 From time to time the employee shall submit to the Council proposals for professional development activities in the following year. The Council may approve the annual attendance by the employee to a relevant study tour or major conference and the Council will meet the employee's reasonable costs for such attendance.

17.3 The Council may approve the employee's attendance at a course of study for the purpose of continuing education. The Council agrees to provide reasonable leave to attend lectures and exams for any approved course of study and to reimburse fifty (50) percent of reasonable course fees and reasonable book purchases for an individual course unit upon satisfactory completion of the course unit.

18. LEGAL LIABILITY

The General Manager acting honestly, diligently and in good faith shall not suffer any loss or damage of any kind by reason of the liability incurred by the Council as a result of the conduct of the General Manager and in all such instances the Council shall hold the General Manager harmless and indemnify him against any losses, claims or causes of action which may arise during or after the General Manager's employment with the Council.

19. DISCLOSE OF INFORMATION

The General Manager shall at no time during the course of this contract or following its termination divulge the confidential affairs of the Council to any other person or entity without the prior written consent of the Council.

20. RESOURCES

The Council undertakes to provide the resources reasonably required to enable the General Manager with the application of due skill and diligence, to fulfil the provisions of this Contract.

21. DISCLOSURES

The General Manager shall make disclosures as to his holdings and involvements in accordance with legislative requirements in force at the time and in accordance with the generally applied provisions of Council's Code of Conduct as in force from time to time.

IN THE WITNESS WHEREOF the parties hereto have executed this Contract of Employment on the day year first written above.

SIGNED FOR AN ON BEHALF OF
THE COUNCIL OF THE CITY OF BOTANY BAY
upon the authority of the Council
(Minute)
in the presence of

.....
WITNESS *Justice of the Peace*

.....
MAYOR

SIGNED by the General Manager

.....
WITNESS *Justice of the Peace*

.....
Peter Anthony Fitzgerald

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SCHEDULE A

POSITION: General Manager

EMPLOYER: Council of the City of Botany Bay

REPORTS TO: The Mayor on a day to day basis and to the Council

THE POSITION - (See Section 335, Local Government Act 1993 as amended).

The General Manager is responsible to the Mayor and Council for the efficient and effective operation of the Council's organisation and ensuring the implementation, without undue delay, of decisions of the Council and/or the directions of the Mayor.

Particular functions are:

- The day to day management of the Council;
- The exercise of such other functions of the Council as are delegated by the Council or the Mayor to the General Manager;
- The appointment of staff (in accordance with an organisational structure and resources approved by Council) in consultation with the Mayor unless the Mayor does not wish to be consulted. In the case of senior staff who may be appointed only after consultation with the Council.
- To direct all staff of the Council unless the Mayor has directed otherwise.
- To dismiss staff (except in the case of senior staff who may be dismissed only after consultation with the Mayor and/or Council)
- To attend all ceremonial and civic functions, to oversee and be responsible for the preparation and operation of such ceremonies and functions in order to promote the best interest of the Council.
- To implement procedures to ensure the timely availability of resources to elected representatives.
- To implement the Council's equal employment opportunity management plan.
- Any other functions as may be conferred or imposed by or under the Local Government Act, 1993 as amended, or by, or under any other Act.

KEY RESULT AREAS

A performance agreement shall be put in place annually immediately following adoption of the Council's budget for the ensuing year. Agreement is required to be reached on measurable performance within the key result areas of:-

- Council Liaison and Management
- Financial Management
- Employee Management
- Planning and Review
- Services to the Community
- Environmental Management

SCHEDULE B

PERFORMANCE REVIEW

1. INTRODUCTION

- 1.0 The Performance Agreement sets out strategic objectives and performance measures consistent with the resources Council is prepared to provide and in keeping with the responsibilities of the General Manager as set out in Schedule A.

2. ANNUAL AND PROGRESS REVIEWS

2.1 Purpose of Annual and Progress Reviews

The Mayor, or nominee, and General Manager shall meet at least bi-annually but not within three months of the previous review, so that they may:

- Examine the Performance Agreement and reconfirm that the agreement reached is in fact up to date and realistic.
- Discuss and agree any change in priorities and objectives as well as accountability and performance standards.
- Discuss, agree on and document any amendments.
- Assess progress to date against targets.
- Recognise competent performance and initiate action to address sub-standard performance.

2.2 Format of Annual and Progress Review Meetings

Subject to agreement by both parties, either or both parties may nominate another party to attend and participate in the Performance Review.

2.3 Performance Rating

Performance ratings will assist in determining whether there is a need for improved performance, whether standards were realistic in the planning stages, whether sufficient resources were available to achieve the agreed standards or whether unanticipated events impacted on the standard achieved.

Performance will be read as follows:

Level 1 – Outstanding

Performance consistently and subsequently in excess of expectations and agreed results. Outstanding contribution to meeting Council's priorities.

Level 2 – Above Agreed Standard

Performance exceeding standards agreed. Results reflecting increased effort and/or expertise in addressing problems and priority issues.

Level 3 – Competent

Performance meeting the standards agreed in the Performance Agreement for the period under review.

Level 4 – Below Standard

Performance below expectation having not met the basic standard and/or fundamental job requirements. Action required to improve performance during the next review period.

Level 5 – Unacceptable

Performance which is most unsatisfactory and which requires substantial enhancement over the next performance period. In circumstances where this rating is achieved instances of such performance need to be specified and the subject of just how performance should have been enhanced canvassed. Specific strategies must then be identified as to how an acceptable rating is to be achieved.

In the case of proposed disciplinary action, reference should be made to Schedule C.

- 2.4 The General Manager shall have access to documentation relating to his own performance as well as access to his personal file.

In the review process, parties will strive to achieve the best results possible by ensuring that:

- Criteria and standards used in appraising performance are based on skills and performance required for the position.
- Performance criteria are, as much as possible, measurable rather than subjective.
- Criteria and standards of performance are communicated to the General Manager.
- To the extent that there is a lack of agreement as to specific judgement and/or ratings, the areas of disagreement should be expeditiously reduced to writing.
- The rights of both parties to an appeal process are recognised.

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All relevant Review procedure documentation in accordance with the timetable as set out in Clause 5.4 of the Contract of Employment shall be forwarded to the General Manager within one (1) month of the date of the review.

- 2.5 If no formal review is undertaken within 3 months of the due date then both parties agree the outcome is satisfactory at a minimum of Level 3.

3.0 FUTURE PERFORMANCE AGREEMENT

As part of the performance review process, the General Manager's Performance Agreement for the next review periods shall be canvassed. The General Manager shall have access to all records required to enable the drawing up of a draft Performance Agreement for the ensuing period.

**SCHEDULE C
DISCIPLINARY PROCEDURES**

1. In the first instance, where the General Manager's work performance or conduct is considered to be unsatisfactory, an INITIAL WARNING in the form of a written record detailing the basis for the warning.

The General Manager shall sight and sign such record and may add notations regarding the content of such record. Performance in relation to the matters raised in the written record will be subject to a reassessment one month after the General Manager signs the written record.

Counselling should reinforce the standard of work or conduct expected and indicate in which manner the General Manager is failing to meet required standards. Written advice of Council's requirements setting out required performance must be provided to the General Manager. In addition a monthly review period for monitoring performance will be established.

2. Where unsatisfactory performance re-occurs or persists during the month referred to in (1) above, and the General Manager's performance in relation to matters at issue are found not to have reasonably improved at the time of reassessment then a FINAL WARNING in writing is to be issued and the General Manager counselled.

Such action constitutes notice under Clause 9 of the Contract of Employment with a view to termination at the expiration of three (3) months should performance or conduct not reasonably improve.

The General Manager shall sight and sign such written record and may add notations regarding the content of such record.

3. If the General Manager's performance or conduct does not improve within the three (3) months from the date of the "final warning" termination action may be taken effective from the date specified in the "final warning" under the terms of Clause 9 of the contract of employment.

4. The General Manager shall have access to his personal file and may take notes and/or obtain copies of the files contents.

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SCHEDULE D

**DELEGATED AUTHORITIES AS ISSUES TO THE GENERAL MANAGER
BY COUNCIL ON 10 NOVEMBER 1997**

See attachment marked SCHEDULE D

SCHEDULE E

LEAVE

1. GENERAL

- 1.1 If the General Manager is re-employed by or appointed to a new position with the Council within 3 months of the date of termination of the Contract, the termination will not affect continuity of service with the Council for the purpose of determining entitlement.
- 1.2 On termination for whatever reason, payment of entitlement shall be at the rate of the annual total remuneration package excluding the value of the motor vehicle and superannuation components valued as per the formula applied in this contract.
- 1.3 Where the General Manager is deceased, entitlements shall be paid to his estate in a lump sum in the same manner if the General Manager had terminated employment.

2. ANNUAL LEAVE

Annual leave of absence consisting of 20 days with pay, exclusive of public or Council holidays observed on working days shall be granted to the employee during each twelve months service. Entitlements shall accrue on a daily basis and shall be taken at such time as is mutually convenient to the parties.

3. LONG SERVICE LEAVE

- 3.1 Long Service Leave shall accrue on the following basis:

| Length of Service | Entitlement |
|--|-------------|
| 5 years service | 6.5 weeks |
| After 10 years service | 13.0 weeks |
| After 15 years service | 19.5 weeks |
| After 20 years service | 30.5 weeks |
| For every completed period of 5 years service thereafter | 11.0 weeks |

- 3.2 Previous service with Council will be recognised for the purpose of calculating long service leave.
- 3.3 Payment when proceeding on Long Service Leave shall be made at the commencement of such leave.

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- 3.4 Long Service Leave provided by this Clause shall be exclusive of Annual Leave but inclusive of any other holidays occurring during the taking of any period of Long Service Leave.
- 3.5 Where, after the employee has become entitled to a period of leave and employment is terminated whether by resignation, death or dismissal for any cause, the employee shall be entitled to payment accordingly. Leave shall be deemed to have accrued for the total length of service and an amount equivalent to leave accrued computed in monthly periods equivalent to 1.3 weeks for each year of service up to 15 years of service and 2.2 weeks for each year of service thereafter shall be paid.
- 3.6 Long Service Leave shall be taken at a time mutually convenient to the Council and the General Manager in minimum periods of two weeks.

4. SICK LEAVE

- 4.1 If the General Manager is unable, due to sickness, to attend for duty he/she shall be entitled during each year of service to sick leave of 15 days on ordinary pay provided.
- a) that the Council is satisfied that the sickness is such that it justifies time off and does not arise from serious misconduct;
 - b) that the illness or injury does not arise out of or in the course of employment such that it is compensation within the meaning of the N.S.W. Workers Compensation Act;
 - c) that proof of illness to justify payment may be required after 3 consecutive days absence.
- 4.2 Sick leave not taken under this Clause shall accumulate from year to year together with any previous balance accrued since 15 February 1993 so that any balance of leave owing to the General Manager may be taken in a subsequent year. Entitlements unused will be paid out at the conclusion of this or subsequent Contracts.
- 4.3 Where the Council considers that exceptional treatment is justified it may, where sick leave with no pay has been exhausted, grant additional paid or unpaid sick leave.

5. SPECIAL LEAVE

Shall be granted to attend conferences, meetings or activities of groups or organisations specified or designated within Council's policy or as may be granted by the Mayor for whatever reason.

6. PUBLIC HOLIDAYS

The General Manager shall be entitled to all gazetted public holidays and those applying generally to Council staff in accordance with the provisions of the Award and/or indoor staff Industrial Agreement in place from time to time.

SCHEDULE F

REMUNERATION PACKAGING, EXPENSES AND ALLOWANCES

1. REMUNERATION PACKAGING

- 1.1 Botany Council believes that the performance of its organisation, attracting and retaining the right people within a competitive market framework and the provision of incentives for optimum performance are important considerations.

Accordingly Council has sought the assistance of Cullen, Egan, Dell Limited to assess and advise on the current market remuneration for the position of General Manager.

Cullen, Egan, Dell Limited have sized the job based on overall accountabilities and functions of the position within an organisation of Botany Council's size scoring the position at initial assessment at 954 points. The recommendation is that the Job Grade range be positioned in the range 900-999 points with a mid point of 950 points and a performance range of plus or minus 15%.

The remuneration package must involve the normal long term provision for Superannuation and motor vehicle expenses.

1.2 MOTOR VEHICLE

Council shall provide to the General Manager a fully maintained and insured motor vehicle for business and private use, such vehicle to be at least the standard of a Ford Fairlane Ghia V8 or a Holden Statesman V8. Council shall pay applicable fringe benefits tax and goods and services taxes. Such vehicle shall be replaced as agreed.

The motor vehicle may be provided by either party and must be mutually accepted.

1.3 SUPPLEMENTARY SUPER

The General Manager may determine from time to time the amount of supplementary super which will be deducted from his annual package. Variations will be made in conjunction with his annual salary review.

1.4 CIVIC ALLOWANCE

An amount of \$2,000 per annum is to be deducted from the salary package to cover inadvertent or partial payments made by Council where an entitlement may not exist.

2. NON CASH ITEMS

In relation to the non cash component of this package, values will be assigned in accordance with the relevant rates and formulas applied to the New South Wales State Government Senior Executive Service and other commercial scales or procedures.

3. EXPENSES AND ALLOWANCES

- 3.1 All reasonable expenses, including out of pocket, accommodation and travelling expenses, incurred in connection with the General Manager's duties or approved professional development, shall be paid by the Council. Council may require the employee to provide an itemised account, invoices, receipts or a declaration in relation to claims upon Council under this Clause. A senior officer will from time to time, and at least annually, review the amounts paid and acquitted against these expenses and allowances.

- 3.2 In relation to travel, the General Manager shall have access to Cabcharge or to a Council vehicle or Council vehicle and driver where circumstances deem it expedient to do so.

With regard to airline or other travel, the standard of entitlement shall be that comparable with business class or Mayoral entitlement save where accompanying the Mayor or Councillor/s when standard of travel shall be commensurate.

The General Manager will determine the use of cards, advances and pre-payments.

- 3.3 To the extent that the Council requires the General Manager to have access to such equipment/devices as phones, fax machines, pagers, computers etc or access to data bases or libraries then the cost of supply, installation, maintenance, registration, rental, operation etc, shall be met by Council. Equipment supplied at the commencement of the contract shall be the minimum level.

As the General Manager is required to be available at all times he is entitled to the most efficient and modern communication systems. Portable computers, mobile telephony, fixed telephony and e-mail/ internet must be available at all times, to ensure his availability.

The General Manager should determine the methods used and his spouse /partner is entitled to use Council equipment to assist in this communication as an alternate contact if he so determines. Full private

use is included and as an offset to this private use no additional payments will accrue to any party.

- 3.4 The Council shall meet the cost of an annual health assessment of the General Manager along with participation in the organisation corporate health program as it applies from time to time. The Council will meet the cost of Private Health Insurance at the maximum rate for a family and reimburse any excess or gap arising from any claim for members covered.

3.5 LOYALTY RETENTION ALLOWANCE

Further to the Council's resolution to appoint the General Manager on a fixed term contract, Council recognises the benefit of long term employees. Council is mindful of the external roles a long-term General Manager will be involved within both the local community / business groups as well as state and national organisations.

Council seeks to retain effective staff. An annual allowance of \$20,000 is to be available to the General Manager to use as he determines from time to time. Council recognises the benefits of travel and study to help compare our City to others and to drive the best outcomes for the City by introducing the best available.

In addition to his normal Local Government responsibilities, the General Manager is also responsible for profitably operating business units which compete in a commercial environment.

3.6 MEMBERSHIPS

Active membership of external groups which include organisations such as the airport, business and industry organisations will benefit our City and this allowance is to encourage the General Manager's participation.

In addition Council shall pay the membership fees of up to two National or State Association deemed appropriate to assist in skilling the General Manager and helping to meet professional responsibilities.

3.7 FREQUENT FLYER

Council supports the General Manager's and Council's membership of Frequent Flyer organisations and the General Manager may use any points acquired for business and personal use.

3.8 REPRESENTATIVE ALLOWANCE

An allowance is payable in addition to salary entitlements under this contract to ensure the Council is held in a positive light. This allowance

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recognises that the General Manager is often the public face of both the Council and community.

This allowance is to be used to ensure the highest level of positive opinion is achieved for Council.

The General Manager must act and be seen to fulfil this role. The allowance can be used as determined by him, but as a guide personal grooming for him and spouse / partner as determined by him are to be of a high community standard.

This allowance is \$8,000 in year 1 increasing by \$500 per annum.



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Manheim

115292, City Of Botany

Mascot 2020

PH:02 9366 3516

CONTACT:Barry Byrnes

TRADE VEHICLE PRE SALE SUMMARY

SGC409 24/05/2011

| Material | Lot | Reg. | Ref. | Class | Description | Reserve | Times Offered |
|----------|-----|--------|------|-------|---|---------|---------------|
| 3079179 | 357 | BJ15LM | | E | 12/1996, Transporter 94-, Cab Chassis, 147709Km, Blue, 4spd Automatic, 2.5L I P, B D H | \$9,000 | 0 |
| 3106081 | 600 | BEW88A | | E | 11/2007, Landcruiser 200 Sahara, 4WD, 115238Km, Silver Pearl, 5spd Tiptronic, 4.7L I P, C D E F G H2 H3 I J2 JCK K L M N R S2 TLS U Z1 | | 1 |

Number Of Vehicles: 2



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Manheim

115292, City Of Botany
Mascot 2020
PH:02 9366 3516
CONTACT:Barry Byrnes

TRADE POST SALE SUMMARY

SGC409 24/05/2011

| Material | Lot | Reg. | Ref. | Class Code | Description | Resrv Price | Sale Price | Auc Res | High Bid | Ti Off |
|----------|---------|--------|------|---------------|---|----------------|---------------|------------|-------------|-----------|
| 179179 | 35 7 | BJ15LM | | E | 12/1996, Transporter 94-, Cab Chassis, 147709Km, Blue, 4spd Automatic, 2.5L I P, B D H | \$4,000 | | PI | | 1 |
| 06081 | 60 0 | BEW88A | | E | 11/2007, Landcruiser 200 Sahara, 4WD, 115238Km, Silver Pearl, 5spd Tiptronic, 4.7L I P, C D E F G H2 H3 I J2 JCK K L M N R S2 TLS U Z1 | | \$39,000 | S | | 1 |

Number Of Vehicles: 2

Price Total: \$39,000

PLEASE NOTE: This document is an after sales summary which is subject to cancellations and is not to be taken as final.



MEMORANDUM

STRICTLY PRIVATE AND CONFIDENTIAL

TO : PAYROLL SUPERVISOR
 FROM : MANAGER PERSONNEL
 DOC NAME : GMsalary3Feb00M.doc
 DATE : 3 FEBRUARY 2000
 SUBJECT : GENERAL MANAGER, MR PETER FITZGERALD

COPY

Council has approved a salary package for the General Manager totalling \$178,450.00 per annum.

The package is made up of several components and is effective from 3 January 2000. I am advised that it should be treated thus:

| | |
|------------------|------------------------------|
| \$178,450 | |
| (\$12,000) | Car allowance |
| (\$20,000) | Supplementary superannuation |
| <u>(\$2,000)</u> | Civic allowance |
| <u>\$144,450</u> | Nominal salary |

Because Mr Fitzgerald contributes to the old 'SASS' Superannuation Scheme at the rate of 6% of his annual salary, Council should contribute on his behalf:

| | |
|---------------------|-----------------|
| 1.9% x 6% = 11.4% | |
| 11.4% x \$144,450 = | \$16,467 |
| 2.5% x \$144,450 = | <u>\$3,611</u> |
| | <u>\$20,078</u> |

The actual salary which you should pay to him is therefore:

$\$144,450 - \$20,078 = \$124,372$ per annum

Mr Fitzgerald's 6% weekly deduction should be calculated on his nominal salary.

Regards


 JOHN GORDON
 MANAGER PERSONNEL

Cam
P.F.

STRICTLY PRIVATE AND CONFIDENTIALMEMORANDUM

TO : PAYROLL SUPERVISOR

FROM : MANAGER PERSONNEL

DATE : 13 MAY 1998

SUBJECT : GENERAL MANAGER, MR PETER FITZGERALD

Council has approved a salary package for the General Manager totalling \$151,617.00 per annum.

The package is made up of several components and effectively from 4 May 1998 I am advised that it should be treated thus:

| | |
|------------------|------------------------------|
| \$151,617 | |
| (\$3,750) | Car allowance |
| (\$20,000) | Supplementary superannuation |
| (\$2,000) | Civic allowance |
| <u>\$125,867</u> | <u>Nominal salary</u> |

Because Mr Fitzgerald contributes to the old 'SASS' Superannuation Scheme at the rate of 6% of his annual salary, Council should contribute on his behalf:

| |
|-----------------------------------|
| 1.9% x 6% = 11.4% |
| 11.4% x \$125,867 = \$14,349 |
| 2.5% x \$125,867 = <u>\$3,147</u> |
| <u>\$17,496</u> |

The actual salary which you should pay to him is therefore:

$\$125,867 - \$17,496 = \$108,371$ per annum

Mr Fitzgerald's 6% weekly deduction should be calculated on his nominal salary.

Regards


JOHN GORDON
MANAGER PERSONNEL

MEMORANDUM

TO : HIS WORSHIP THE MAYOR
FROM : GENERAL MANAGER
DATE : 29 APRIL 1998
SUBJECT : GENERAL MANAGER SALARY PACKAGE

Dear Mr Mayor

In accordance with Council's resolution, I have reviewed advice from Cullen Egan Dell for a salary package which you have approved. Further to that I wish to advise you that the package would consist of:

Car: As per the contract on an actual cost based on a 50% private and 50% corporate use.

Superannuation: Payments to both Local Government Superannuation Scheme and a supplementary superannuation scheme and actual.

Civic allowance: Salary sacrifice \$2,000.

Salary: Balance of total employment cost.

In accordance with the contract there is provision for professional development and I seek your concurrence to participate in the following:

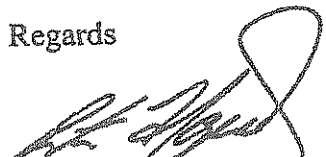
- * Local Government Chief Officers Group
- * IMM
- * AMAC
- * NOISE

Further to my contract provisions I wish to advise that I have been provided with the following equipment:

- * Mobile phones
- * Home phone
- * Home fax
- * Home cable modem/news service
- * Portable computer
- * Other electronic equipment

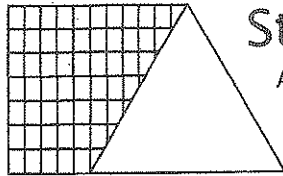
Submitted for information.

Regards


PETER FITZGERALD
GENERAL MANAGER

Approved
PM
1/5/98

gmremun.mmo



Strategic Consulting Solutions Pty Ltd

ABN 43 062 489 098

53A Appletree Drive, Cherrybrook NSW 2126

Tel: (02) 9980 2816 Mobile: 0411 186 722

Email: bob.howe@strategicconsulting.com.au

Martyn Perry
Human Resource Manager
City of Botany Bay
141 Coward Street
MASCOT NSW 2020

PRIVATE & CONFIDENTIAL

Cc General Manager

01 December 2010

Martyn

Salary Evaluation General Manager – Peter Fitzgerald

Background

The attached letter has been sent to the Mayor for approval. On receipt of his authorisation, could you arrange for the necessary salary adjustments to be completed. I have used the Remuneration Tribunal decision for NSW (www.remtribunals.nsw.gov.au) in October 2010 which agreed an increase of 4.0%. The increase will be effective January 2011.

Based on the previous assessment of the General Manager's performance and the previously agreed salary arrangements, the Mayor has agreed to the General Manager's base salary to be paid at 115% of the Midpoint salary which is \$192,800.

The attached schedule (Attachment 1) sets out the base salary for the General Manager effective 01 January 2011. Attachment 2 is the detailed application of the agreed arrangement.

If you require further information or have any questions, please do not hesitate to contact me on 0411 186 722.

Sincerely

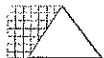
Bob Howe
Director



Strategic Consulting Solutions Pty Ltd

Salary Package and Components for General Manager
CONFIDENTIAL
Effective 01 January 2011

| Effective Date | 01.07.02 | 01.07.03 | 01.01.04 | 01.01.05 | 01.01.06 | 01.01.07 | 01.01.08 | 01.01.09 | 01.01.10 | 01.01.11 |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| TRP | \$205,225 | \$206,407 | \$214,500 | \$225,000 | \$234,500 | \$244,000 | \$263,065 | \$271,537 | \$281,764 | \$291,647 |
| Car Allow. | \$ 12,000 | \$ 12,000 | \$ 12,000 | \$ 12,000 | \$ 12,000 | \$ 12,000 | \$12,000 | \$12,000 | \$12,000 | \$12,000 |
| Supp. Super | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$20,000 | \$20,000 | \$20,000 |
| Civic Allow | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$2000 | \$2,000 | \$2,000 |
| | \$ 34,000 | \$ 34,000 | \$ 34,000 | \$ 34,000 | \$ 34,000 | \$ 34,000 | \$ 34,000 | \$34,000 | \$34,000 | \$34,000 |
| Nominal Salary | \$171,225 | \$172,407 | \$180,500 | \$191,000 | \$200,500 | \$210,000 | \$229,065 | \$237,537 | \$247,764 | \$257,647 |
| Council Super Cont. 1.9% x 6% = 11.4% x nom salary | \$ 19,520 | \$ 19,643 | \$ 20,577 | \$ 21,774 | \$ 22,857 | \$ 23,940 | \$ 26,113 | \$27,079 | \$28,245 | \$29,375 |
| + 2.55% x nom salary | \$ 4,281 | \$ 4,393 | \$ 4,602 | \$ 4,871 | \$ 5,113 | \$ 5,355 | \$ 5,842 | \$6,058 | \$6,319 | \$6,572 |
| | \$ 23,800 | \$ 24,036 | \$ 25,179 | \$ 26,645 | \$ 27,970 | \$ 29,295 | \$ 31,955 | \$33,137 | \$34,564 | \$35,947 |
| Salary paid to GM | \$147,425 | \$148,371 | \$155,456 | \$164,355 | \$172,530 | \$180,705 | \$197,110 | \$204,400 | \$213,200 | \$221,700 |



POLICY REGISTER ALPHABETICAL LISTING
2000 - 2010

| Policy | Committee | Date | Ratified at Council |
|--|--------------------|----------|---------------------|
| Annual Fees paid to Mayors and Councillors | Policies | 25/8/04 | 25/8/04 |
| Artificial Trans Fat - Prohibition of - within any food retail outlet, food manufacturer or food supplier in the City of Botany Bay. | Council | 29/10/09 | 29/10/09 |
| Boundaries - Removal of Council consider reviewing its current policy on Carer recruitment to allow for Carers from outside of our local government area to be considered to join Botany Family Day Care, provided they meet all Government and Scheme Requirements. If Council considers the proposal to have merit, a further report be submitted to a meeting of the Community Services Committee or the Policy and Priorities Committee. | Community Services | 03/06/09 | 25/06/09 |
| Code of Conduct – Council's Code of Conduct (includes Gifts and Benefits) | Council | ----- | 23/03/05 |
| Collection Development Policy - Revised (Item 4.1) | Library | 4/6/03 | 25/06/03 |
| Community & Non-Community Use Of Council Facilities - – Mayor directs that a specific, determined policy be formulated for - discussion only | Council | 28/09/05 | N/A |
| Conservation Policy - Local Studies Collection - Non-Book Component (Item 4.1) | Library | 19/2/03 | 26/02/03 |