# CONTRACT OF EMPLOYMENT

**between**

**(Employing Authority)**

**and**

# (Employee)

# CONTRACT OF EMPLOYMENT

This contract of employment is made on <DATE> between the following parties:

1. “Employing Authority”)

 (address for services of notices)

and

2. (“Officer”)

(postal and email addresses for services of notices)

1. Definitions

In this contract:

* “Act” means the *Public Sector Management Act 1994*
* “Schedule” means a schedule in this contract then in force and applies whether or not the schedule has been physically attached to all or any counterparts of the contract.

2. Position

1. The vacancy the Officer is appointed to fill is ……………………………………
2. The Officer is a senior executive officer within the meaning of section 53 (2) of the Act.
3. The Officer is appointed to carry out the functions in clause 6 and schedule A.
4. Industrial agreement
5. The Officer is entitled to the same terms and conditions as contained in the Public Service Award 1992 and [insert current Agreement] but neither the Award nor Agreement form part of this contract.
6. Where there is an inconsistency between this contract of employment and the terms and conditions of the Public Service Award 1992 and [insert current Agreement] as applied by paragraph (a) above, the former shall prevail to the extent of any such inconsistency.
7. This contract of employment will apply in conjunction with, and is subject to, the relevant provisions of the Actand *Minimum Conditions of Employment Act 1993*.

4. Term

Subject to earlier termination in accordance with the Act, this contract of employment is for a period of DATE to DATE.

5. Right of return

The Officer elects to retain the right of return to a department or organisation provided by section 58 of the Act.

or

The Officer elects not to retain the right of return to a department or organisation provided by section 58 of the Act.

or

The Officer is not entitled to the right of return to a department or organisation provided by section 58 of the Act.

6. Functions

1. The Officer’s functions are those imposed by law and the additional functions in Schedule A.
2. The functions in Schedule A may be varied:

(1) as allowed in the Act or

1. by adding a new version of Schedule A which says what date it commences and is signed by the Employing Authority and the Officer.

7. Performance

**7.1 Performance criteria**

1. The performance criteria for the position are in Schedule B.
2. The performance criteria can be varied by adding a new version of Schedule B which says what date it commences and is signed by the Employing Authority and the Officer.

**7.2 Performance Assessment**

The Officer’s performance is to be assessed in accordance with the requirements of section 55 of the Act.

8. Remuneration

1. The remuneration payable to the Officer is determined from time to time by the Salaries and Allowances Tribunal (established by the *Salaries and Allowances Tribunal Act 1975*) and is outlined in Schedule C.
2. If a new determination is made by the Salaries and Allowances Tribunal, Schedule C is varied accordingly.
3. Schedule C sets out the mix of monetary and employment benefits.

9. Reappointment

1. At least nine (9) months (or such other period as they may agree in writing) prior to the expiry of the period of appointment specified in Clause 4, the Employing Authority and the Officer will enter into discussions with a view to reaching agreement as to whether the Officer shall be reappointed for a further period.
2. Each party will advise the other no later than three (3) months (or such other period as they may agree in writing) prior to the expiry of the period of appointment specified in Clause 4 of their decision regarding matters referred to in 9(a).

10. Repayment of removal expenses (where applicable)

If an Officer terminates this contract before completing two (2) years’ service, the Officer will repay to the Employing Authority all expenses paid for the Officer’s relocation, and removal of personal household goods, from ......................................... to ............................................., Western Australia, unless otherwise determined by the Employing Authority.

11. Official conduct

The Officer must comply with public sector standards and codes of ethics and observe the principles of official conduct in section 9 of the Act.

12. Restrictions on the Officer’s activities

The Officer must not engage in the activities in section 102 of the Act without written permission.

13. General provisions on operation of the contract

**13.1 Interpretation**

1. A reference in this contract to the singular number includes the plural and vice versa.
2. Headings are for convenience only and do not affect interpretation of this contract.
3. An expression corresponding to an expression defined in Part 1 of the Act means the same as the expression means in Part 1 of the Act.

**13.2 Delegate**

If the Employing Authority lawfully authorises a delegate to act on its behalf, a reference in this contract to the Employing Authority includes a reference to that delegate.

**13.3 Earlier contracts**

This contract supersedes all other contracts between the parties.

**13.4 Governing law**

1. This contract is governed by the law of Western Australia.
2. Without limiting the generality of Clause 13.4 (a), relevant provisions of the *Public Sector Management Act 1994* and Regulations made thereunder apply to and form part of this contract.

**13.5 Notices**

1. Any notice or other communication between the parties:
	1. must be in legible writing and addressed as shown at the beginning of the contract
	2. is regarded as being given to the sender and received by the addressee:
2. if by person, when delivered
3. if by post, three (3) business days from and including the date of postage
4. if sent by email to the party’s email address, at the time the email is first opened or read by the addressee or two (2) business days after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered; whichever is first.
5. If the notice or communication is delivered or transmitted after 5 pm, it is deemed to be delivered or transmitted on the following business day.

14. Signature page

Signed by the Employing Authority.……..................................................................

on the ...............................day of.......................................... 20...............................

in the presence of witness (print name)………………………………………..............

Witness signature ……………………….....................................................................

Signed by the Employee ………………………...........................................................

on the .................................day of.............................................. 20...........................

in the presence of witness (print name) ……………………………….........................

Witness signature …………………………...................................................................

**SCHEDULE A: FUNCTIONS**

This Schedule operates from the ……….day of ……………….………. 20…….…

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The functions of the Officer additional to any statutory duties are as shown in the position description for the position and may be varied in accordance with Clause 6.

The Officer agrees to report accurately, fully and without omission periodically as required by the provisions of the Act, *Financial Management Act 2006* and such other acts, regulations, rules and instructions as may from time to time be applicable. The Officer agrees to comply, to the maximum extent required by all relevant acts regulations, rules and instructions and relevant public sector standards, codes of ethics and codes of conduct as may from time to time effect the operations of the agency.

**SCHEDULE B: PERFORMANCE CRITERIA**

This Schedule operates from the ……….day of …………………………. 20………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The performance criteria relating to the functions of the Officer will be set out in the performance agreement entered into from time to time in accordance with the requirements of section 55 of the Act.

**SCHEDULE C: TOTAL REMUNERATION**

This Schedule operates from the ……….day of ………………………. 20…….…

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total remuneration payable to the Officer is: $…………………..

Cash salary referred to in Clause 8 is: $……………….….

Employment benefit(s) referred to in Clause 8 and the cost of each employer benefit is:

Superannuation (Gold State)[[1]](#footnote-1) $………………..…

or

Superannuation[[2]](#footnote-2)  $………………..…

Motor vehicle[[3]](#footnote-3) $………………..…

1. Existing Gold State members may elect to continue their Gold State membership. As the Gold State Scheme is a defined benefit scheme, employer contributions will equate to those required under the relevant legislation to meet the employer’s superannuation responsibilities. As advised by GESB, this notional figure at the time of signing the contract is 15%. [↑](#footnote-ref-1)
2. Superannuation is at the current Superannuation Guarantee Contribution level of [insert %]. The value of the superannuation cannot be converted to cash. [↑](#footnote-ref-2)
3. Vehicle is provided in accordance with the Salaries and Allowances Tribunal Determination for the Special Division and Prescribed Office Holders. [↑](#footnote-ref-3)