



# CONTRACT OF EMPLOYMENT FOR

Contract under section 155 of the *Public Sector Act 2022*

(For use where the Officer's Total Fixed Remuneration is equivalent to or greater than the Total Employment Cost of a Senior Officer and the Officer has a right of reversion to employment on a permanent basis under section 156)

Public Sector Commission

Level 27, 1 William Street

BRISBANE QLD 4000

For use from 1 July 2023

**THIS CONTRACT** is made

**BETWEEN:** the **Chief Executive** named in Item 1 of Schedule 1, on behalf of the State,

**AND:** the **Officer** named in Item 2 of Schedule 1.

**BACKGROUND:**

- A. The Chief Executive has decided to employ the Officer in the Position on a contract for a fixed term under section 152(2)(b) of the Act.
- B. Under section 155(2) of the Act, for an Officer to be employed under a contract, the Officer must enter into a written contract of employment with the Chief Executive.
- C. The term of this Contract cannot exceed the maximum term for a fixed term contract of employment specified under a Directive.
- D. When the Officer was first employed under this Contract or an earlier continuous fixed term contract of employment as a Public Service Officer, the Officer was employed as a Public Service Officer on a permanent basis.
- E. While employed under this Contract, the Officer does not simultaneously hold employment as a Public Service Officer on a permanent basis.

**1. CONDITIONS OF EMPLOYMENT**

- 1.1 The Officer accepts employment in the Position for a fixed term within the Department at the Location under the terms of this Contract and in accordance with the Conditions of Employment.
- 1.2 If there is an inconsistency in the Conditions of Employment between this Contract and the Act or a Directive, the Act or Directive prevails to the extent of the inconsistency.
- 1.3 The Officer is not entitled to be paid for work performed outside of ordinary hours.
- 1.4 The Chief Executive may require the attendance of the Officer to perform the duties and discharge the responsibilities of the Position for the whole or part of a public holiday as the circumstances require.

**2. TERM OF EMPLOYMENT**

- 2.1 This Contract, and the Officer's employment in the Position, starts on the Commencement Date and ends on the End Date.

**3. OFFICER'S RESPONSIBILITIES**

- 3.1 The Officer must:

- (a) conform to the hours of duty and other work arrangements specified in Item 4 of Schedule 1 or otherwise as determined by the Chief Executive, having regard to the health, well-being and work-life balance of the Officer;
  - (b) devote substantially the whole of the Officer's time and attention during the hours of duty to performing the duties and discharging the responsibilities of the Position specified in Item 9 of Schedule 1;
  - (c) comply with lawful directions and act in accordance with the requirements of all laws and Directives that are applicable to the Officer's employment; and
  - (d) ensure that the Officer's conduct, whether during or outside work, complies with the work performance and personal conduct principles in the Act.
- 3.2 The Officer may be required to travel within Australia or overseas to perform the duties or discharge the responsibilities of the Position.
- 3.3 The Officer must notify the Chief Executive immediately after any of the following events occur or the Officer believes it is likely that such an event may occur:
- (a) any inability by the Officer to perform the duties or discharge the responsibilities of the Position, and the reason for that inability;
  - (b) the Officer is or becomes bankrupt or makes any arrangement or composition with the Officer's creditors, or is a director or other officer of an entity that has an insolvency event; or
  - (c) the Officer is or becomes the subject of an investigation under the *Crime and Corruption Act 2001*.

#### **4. PERFORMANCE AGREEMENT**

- 4.1 Unless otherwise determined by the Chief Executive, the Officer must:
- (a) enter into the first Performance Agreement after initial employment in the Position within 3 months after the Commencement Date; and
  - (b) thereafter, enter into a Performance Agreement within 3 months after the start of each financial year within the term of this Contract.
- 4.2 The Officer's performance against the Performance Agreement will be assessed from time to time, as determined by the Chief Executive.
- 4.3 The Officer's performance, as assessed in accordance with clause 4.2, will be a significant determining factor in the continued employment of the Officer under this Contract.

#### **5. REMUNERATION AND BENEFITS**

- 5.1 The Officer will receive:
- (a) the Remuneration Package divided into fortnightly payments; and
  - (b) Leave Loading payable either annually or when leave is taken, as determined by the Chief Executive.

- 5.2 The Officer may receive other benefits prescribed by a Directive or as set out in Schedule 2, including as prescribed by a Directive applied to them through this Contract.
- 5.3 The Superannuable Salary may be increased from time to time by the Chief Executive, on advice from the Public Sector Commissioner.

**5A. EXECUTIVE VEHICLE ALLOWANCE**

Is this clause applicable?	YES	NO
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**6. SUPERANNUATION**

- 6.1 Subject to Commonwealth legislation and clause 6.2, the State must comply with superannuation arrangements prescribed in the QSuper Act (and associated Deed, Notice and Regulation).
- 6.2 Where the Officer has choice of fund rights and they fail to elect a superannuation fund to which employer contributions are directed, the State will direct contributions to the appropriate fund prescribed in the QSuper Act.

**7. TERMINATION FOLLOWING DISCIPLINARY ACTION UNDER THE ACT**

- 7.1 This clause applies if, following a relevant process regarding the Officer under the Act, the Chief Executive decides to take the disciplinary action of termination of the Officer's employment.
- 7.2 A decision by the Chief Executive to terminate the Officer's employment as a result of disciplinary action under the Act also terminates the Officer's employment under this Contract. No notice period is required to be given under this Contract in addition to the notice period required under legislation.

**8. INVOLUNTARY RETIREMENT UNDER THE ACT AS A RESULT OF MENTAL OR PHYSICAL ILLNESS OR DISABILITY**

- 8.1 This clause applies if, following a relevant process regarding the Officer under the Act (Mental or physical incapacity), the Chief Executive decides that retirement of the Officer from the public service is reasonable in the circumstances.
- 8.2 A decision by the Chief Executive to retire the Officer from the public service as a result of mental or physical illness or disability under the Act also terminates the Officer's employment under this Contract. No notice period is required to be given under this Contract in addition to the notice period required under legislation.

**9. TERMINATION BY CHIEF EXECUTIVE – NO REASON GIVEN**

- 9.1 The Officer's employment in the Position and this Contract may be terminated by signed notice from the Chief Executive specifying a termination date at least 2 weeks after the date the notice is given to the Officer.
- 9.2 A notice under clause 9.1 does not need to provide reasons for the termination.
- 9.3 The Officer may, within 7 days after receipt of a notice under clause 9.1, provide a written submission to the Chief Executive explaining why the employment and Contract should not be terminated.
- 9.4 The Chief Executive may by notice to the Officer revoke the notice under clause 9.1 before it takes effect.
- 9.5 The Chief Executive does not need to provide:
- (a) a response to a written submission made by the Officer under clause 9.3; or
  - (b) reasons for any decision to revoke or not revoke a notice given under clause 9.1.

**10. TERMINATION BY CHIEF EXECUTIVE - WITH CAUSE; REASON GIVEN**

- 10.1 The Officer's employment in the Position and this Contract may be terminated by signed notice from the Chief Executive specifying a termination date at least 1 month after the date the notice is given to the Officer, for one or more of the following reasons:
- (a) the Officer breaching a provision of the Act, Code of Conduct or breaching an obligation under this Contract;
  - (b) the Officer being or becoming bankrupt;
  - (c) the Officer being charged with or convicted of any indictable offence, unless in the reasonable opinion of the Chief Executive the offence does not affect public confidence in the Officer's ability to undertake the Position with the degree of integrity required;
  - (d) the Officer having engaged in corrupt conduct within the meaning of that term in the *Crime and Corruption Act 2001*; or
  - (e) the Officer's employment is terminated or otherwise ends under section 145 of the Act.
- 10.2 The Officer may, within 7 days after receipt of a notice under clause 10.1, provide a written submission to the Chief Executive explaining why the employment and Contract should not be terminated.
- 10.3 The Chief Executive may terminate the Officer's employment in the Position and this Contract at any time after 7 days have elapsed since the notice was provided to the Officer under clause 10.1 and within the notice period determined under clause 10.1 and pay the Officer the Total Fixed Remuneration for the balance of the notice period remaining.
- 10.4 The Chief Executive may by notice to the Officer revoke the notice under clause 10.1 before it takes effect.

10.5 The Chief Executive does not need to provide:

- (a) a response to a written submission made by the Officer under clause 10.2; or
- (b) reasons for any decision to revoke or not revoke a notice given under clause 10.1.

## **11. TERMINATION BY OFFICER**

11.1 The Officer may terminate this Contract by giving at least 2 weeks' signed notice to the Chief Executive.

11.2 After receiving a notice under clause 11.1, the Chief Executive may consent to a shorter notice period, on request by the Officer, however such consent is not a termination under clause 9.1.

## **12. DUTIES DURING NOTICE PERIOD**

12.1 If notice has been given by either party under clauses 9.1, 10.1 or 11.1, the Chief Executive may during part or all of the notice period direct the Officer to do the following or any combination of the following:

- (a) to perform duties which are different to those which the Officer had been required to perform, as long as the Officer has the necessary skills and competence to perform the duties;
- (b) not to carry out some or all of the Officer's duties;
- (c) not to attend for work or attend any of the Department's premises;
- (d) not to access the Department's computer systems;
- (e) not to have any contact with any clients, customers, suppliers or employees of the Department or the State;
- (f) to return all property belonging to the Department and/or the State including property leased by the Department and/or the State, and including but not limited to documents, Confidential Information, computer equipment, written or machine readable material, software, credit cards, keys, mobile phones, vehicles, disks or diaries and any copies of such items; and
- (g) take special leave on full pay without debit to any of the Officer's leave accounts.

## **13. EMPLOYMENT ON A PERMANENT BASIS ON END DATE**

13.1 If this Contract:

- (a) is terminated, other than by disciplinary action under the Act, by the Chief Executive under clause 9.1; or
- (b) is terminated by the Officer under clause 11.1; or
- (c) expires on the Expiry Date and is not replaced by another contract of employment under the Act,

and when the Officer was first employed under this Contract or an earlier continuous contract of employment as a Public Service Officer, the Officer was employed as an officer on a permanent basis, the Officer becomes a Public Service Officer employed on a permanent basis.

13.2 The Officer is to be employed on a permanent basis on the conditions provided for in the Act.

#### **14. POST EMPLOYMENT RESTRICTION**

14.1 After the End Date, and for the duration of the Quarantine Period, the Officer must not engage in Business Meetings with representatives of the State on any matter for which the Officer had Official Dealings during the term of this Contract.

14.2 Clause 14.1 does not apply:

- (a) where the Officer commences employment with a Public Sector Entity after the End Date;
- (b) where the Officer engages in advocacy or dealings on behalf of not-for-profit entities; and
- (c) to the social or personal conduct of the Senior Executive.

#### **15. CONFIDENTIAL INFORMATION**

15.1 The Officer must not, without the prior written consent of the Chief Executive, use or disclose Confidential Information, other than for the purpose of the proper performance of the duties or discharge of the responsibilities of the Position.

15.2 The Officer must deliver all Confidential Information in the Officer's power, possession or control to the Chief Executive:

- (a) on demand by the Chief Executive; and
- (b) on or before the End Date.

15.3 Clause 15.1 does not apply to the extent that:

- (a) the Officer is required by law to disclose Confidential Information; or
- (b) Confidential Information is publicly available, other than because of the Officer's breach of this Contract.

15.4 The obligations of the Officer under this clause continue after the End Date.

#### **16. POLICIES, PROCEDURES AND OTHER DOCUMENTS**

16.1 The Officer acknowledges that:

- (a) the State will develop or has developed detailed policies, standards and procedures, Directives and a Code of Conduct that operate independently from and do not form part of this Contract. These policies and procedures will deal with a variety of matters, including standards of behaviour and workplace processes, and may be

added to, modified or withdrawn at any time and such amendment will not constitute a variation of this Contract;

- (b) all employees including the Officer are expected to comply with the State's policies and procedures, Directives and Code of Conduct, and a failure to do so may be taken into account in assessing the Officer's performance and/or in taking disciplinary action and/or taking action in accordance with this Contract; and
- (c) any failure by the Chief Executive or anyone else acting on their behalf or on behalf of the State to follow a particular term of a policy, standard or procedure or Directive will not amount to a breach of any express or implied term of this Contract.

## **17. GENERAL PROVISIONS**

17.1 This Contract supersedes and replaces all other Contracts, understandings or arrangements between the parties.

17.2 Subject to clauses 17.3, 17.4 and 17.5 the Chief Executive can waive the benefit of any clause of this Contract.

17.3 A failure by the Chief Executive at any time to enforce a clause of this Contract, or a forbearance, delay or indulgence granted by the Chief Executive to the Officer, does not constitute a waiver of the State's rights.

17.4 No provision of this Contract may be waived unless the waiver is in writing.

17.5 A waiver by the Chief Executive of a breach of any provision of this Contract will not operate as a waiver of any subsequent breach of the same provision or as a waiver of any other provision.

17.6 Any notice, notification, direction, consent or approval required to be given under this Contract must be in writing and may be delivered by hand, sent by prepaid post, faxed or emailed to the respective addresses specified in Items 13 and 14 of Schedule 1 or such other addresses as a party may notify to the other from time to time.

17.7 This Contract is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

17.8 If any part of this Contract is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Contract and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

17.9 Subject to clause 17.10, a variation to this Contract must be in writing and signed by both parties.

17.10 The following matters do not constitute a variation to this Contract:

- (a) a change in the Chief Executive's name and/or title under Item 1 of Schedule 1;
- (b) a change in the Position title under Item 3 of Schedule 1;
- (c) a change in the Department under Item 5 of Schedule 1 arising from a Public Service Departmental Arrangements Notice under the Act;



- (d) a change in the Position's duties and responsibilities under Item 9 of Schedule 1 that do not significantly change the Position's overall duties and responsibilities;
- (e) a change to the Location at which the Officer is based;
- (f) a change to a special condition under clause 18.1; and
- (g) a determination permitted to be made under this Contract, including an increase to the Total Fixed Remuneration or a component part which results from a determination.

## **18. SPECIAL CONDITIONS**

18.1 This Contract includes the special conditions, if any, approved by the Public Sector Commissioner or in accordance with a Directive and set out in Item 15 of Schedule 1.

18.2 If there is a conflict between a special condition and:

- (a) the Act - the Act prevails;
- (b) a Directive - the Directive prevails; or
- (c) another provision in this Contract - the special condition prevails.

**SCHEDULE 1****Contract Particulars**

<b>Item no.</b>	<b>Topic</b>	<b>Details</b>
<b>1.</b>	Chief Executive's name and title	
<b>2.</b>	Officer's name	
<b>3.</b>	Position title	
<b>4.</b>	Hours of duty	
<b>5.</b>	Department	
<b>6.</b>	Location	
<b>7.</b>	Commencement Date	
<b>8.</b>	Expiry Date	
<b>9.</b>	Position's duties and responsibilities	
<b>10.</b>	Superannuable Salary	\$ per annum
<b>11</b>	Remuneration Package	\$ per annum (\$ per fortnight), comprising: <ul style="list-style-type: none"> <li>• Superannuable Salary – See Item 10 above;</li> <li>• Executive Vehicle Allowance: \$ per annum (if clause 5A applies, otherwise put \$0.00)</li> </ul>
<b>12.</b>	Total Fixed Remuneration	\$ per annum, comprising: <ul style="list-style-type: none"> <li>• Remuneration Package – see Item 11 above;</li> <li>• Leave Loading: \$ per annum; and</li> <li>• Employer superannuation contributions: \$ per annum (12.75% remuneration package + leave loading).</li> </ul>

<b>13.</b>	Address for service of notices for the Chief Executive	Business Address:
<b>14.</b>	Addresses for service of notices for the Officer	Business Address:  Residential Address:
<b>15.</b>	Special Conditions	

## SCHEDULE 2

### Additional Benefits and Entitlements

#### A. Application of Award Provisions and Directives of the Industrial Relations Minister

- (a) The Officer is entitled to the benefits and allowances set out in the following award provisions and Directives of the industrial relations Minister, as though the Officer was covered by such award provisions and Directives, subject to the amendments and/or conditions noted below:
  - (i) clauses 20 (Personal leave) and 21 (Parental leave) of the Queensland Public Service Officers and Other Employees Award – State 2015;
  - (ii) only that part of the Directive relating to hours, overtime and excess travel in relation to overtime meal allowance;
  - (iii) the Directive relating to the recognition of previous service and employment for long service, sick and paid parental leave purposes;
  - (iv) the Directive relating to leave without salary credited as service, but excluding provisions dealing with salary increments;
  - (v) the Directives relating to long service, recreation (excluding clauses relating to Christmas/New Year compulsory closure), sick, study and examination, special and paid parental leave;
  - (vi) the Directive relating to court attendance and jury service;
  - (vii) the Directives relating to travelling and relieving expenses;
  - (viii) the Directive relating to locality allowances;
  - (ix) the Directive relating to critical incident entitlements and conditions, other than clauses relating to overtime, flexitime or time off in lieu; and
  - (x) the Directive relating to leave and travel concessions for isolated centres, provided that motor vehicle allowance payments do not apply where travel is undertaken in a government owned and maintained motor vehicle provided for the private use of the Officer.
- (b) This clause applies if the Officer's Total Fixed Remuneration is equivalent to the Total Employment Cost of a Senior Officer under a relevant Directive. The Officer may be provided with benefits under the Directive relating to transfer and employment expenses. Alternatively, transfer and employment expenses may be paid in accordance with a proposal approved by their Chief Executive, and supported by a certificate from the Chief Executive that the total quantum for expenses under the proposal will be no greater than the reimbursement that would have been payable under the Directive.

#### B. Telephone and Other Technology

- (a) Unless otherwise determined by the Chief Executive, the Officer is to be provided with an official mobile telephone with Internet / email capacity (smart phone) and is

entitled to reasonable personal use of this smart phone, in accordance with departmental policy.

**C. Christmas/New Year Compulsory Closure**

- (a) If the Officer participates in the Christmas/New Year compulsory closure, including if they are on recreation leave and/or long service leave, the Officer is granted leave on full pay without debit to any leave account for those days during the compulsory closure period that are not public holidays or weekend days (granted leave days). If the Officer is on any other form of leave they do not qualify for the granted leave days.
- (b) Where the Officer is on approved recreation or long service leave on any of the granted leave days, the Officer's relevant leave balance is to be adjusted to reflect the granted leave days instead of the recreation or long service leave.
- (c) The Chief Executive may, in exceptional circumstances, determine that the Officer does not qualify for the granted leave days. Where the Chief Executive makes such a determination, but the Officer is not required for duty, the Officer is required to apply for leave.

### SCHEDULE 3

#### Definitions and Interpretation

- A. In this Contract, unless a contrary intention appears:

**Act** means the *Public Sector Act 2022*;

**Business Meetings** means meetings which have a commercial focus, and have been convened to discuss matters which have a profit motive in mind;

**Chief Executive** means the Chief Executive of the Department;

**Commencement Date** means the date specified in Item 7 of Schedule 1, on which this Contract commences;

**Conditions of Employment** means the Officer's terms and conditions of employment which are governed by the Act, any relevant Directives issued under the Act (that apply either directly to the Officer or are applied through this Contract) and this Contract;

**Confidential Information** includes all oral, written and electronic information, comments, conversations, observations, documents, notes, letters, emails, reports, specifications, policies, data, research or any other type of information that is not in the public domain and is acquired by the Officer in the course of employment with the State;

**Contract** includes this document and any schedules to it;

**Department** means the department specified in Item 5 of Schedule 1;

**Directive** has the same meaning as in the Act;

**End Date** means the date on which the Officer's employment in the Position and this Contract ends, being whichever is the earliest of the following:

- (a) the Expiry Date;
- (b) the date of termination contained in a notice given by the Chief Executive under clause 9.1 or 10.1;
- (c) the date of termination contained in a notice given by the Officer under clause 11.1 or an earlier date if consented to by the Chief Executive under clause 11.2; or
- (d) another date of termination prescribed by the Act;

**Expiry Date** means the date specified in Item 8 of Schedule 1, on which the Officer's employment in the Position and this Contract will expire;

**Leave Loading** means the amount specified against that component in Item 12 of Schedule 1;

**Location** means the location of the Position as specified in Item 6 of Schedule 1;

**Official Dealings** means specific policies, procedures, transactions, negotiations or cases in which the Chief Executive previously acted for, or provided advice to, the State;

**Performance Agreement** means a performance agreement between the Officer and the Chief Executive, setting out agreed objectives and standards for the performance of the duties and discharge of the responsibilities of the Position, in a form determined from time to time by the Chief Executive;

**Position** means the position specified in Item 3 of Schedule 1 within the Department;

**Public Sector Commissioner** has the same meaning as in the Act;

**Public Sector Entity** has the same meaning as in the Act;

**Public Service Officer** has the same meaning as in the Act;

**QSuper Act** means the *Superannuation (State Public Sector) Act 1990*;

**Quarantine Period** means a period of 18 months from the End Date;

**Remuneration Package** means the amount specified in Item 11 of Schedule 1, as varied in accordance with this Contract and includes the components listed within that item.

**State** means the State of Queensland;

**Superannuable Salary** means the amount specified in Item 10 of Schedule 1, as varied in accordance with this Contract; and

**Total Fixed Remuneration** means the amount specified in Item 12 of Schedule 1, as varied in accordance with this Contract and includes the components listed within that item.

B. In this Contract:

- (a) unless otherwise defined in this Contract, the terms used have the same meaning as in the Act;
- (b) words importing a gender include any other gender and words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to legislation includes subordinate legislation made under it and legislation amending, consolidating or replacing it;
- (e) a reference to legislation, policies, procedures, the Code of Conduct or Directives means that document as varied or replaced from time to time in the absence of a contrary intention;

## SECTION 155 CONTRACT OF EMPLOYMENT (WITH REVERSION)

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- (f) a reference to an individual or person includes a corporation or other legal entity;
- (g) a reference to a clause or schedule means a clause or schedule to this Contract;
- (h) headings are included for convenience of reference only and are not intended to affect the meaning or interpretation of this Contract;
- (i) if an expression is defined, other grammatical forms of that expression will have corresponding meanings; and
- (j) a reference to a number of days, weeks or months means calendar days, weeks or months.



**SIGNED by the parties** on the respective dates appearing below.

**SIGNED** for and on behalf of  
**THE STATE OF QUEENSLAND** by **THE CHIEF  
EXECUTIVE**

.....  
(full name)

.....  
(signature of Chief Executive)

in the presence of:

.....  
(print name of witness)

.....  
(signature of witness)

..... / ..... / .....  
(date)

**SIGNED** by the **OFFICER**

.....  
(full name)

.....  
(signature of officer)

in the presence of:

.....  
(print name of witness)

.....  
(signature of witness)

..... / ..... / .....  
(date)