



CONTRACT OF EMPLOYMENT

FOR

SENIOR EXECUTIVE SERVICE OFFICER

Contract under section 190 of the *Public Sector Act 2022*

Public Sector Commission
Level 27, 1 William Street
BRISBANE QLD 4000

Version 1 as at 1 March 2023

THIS CONTRACT is made

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

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

BACKGROUND:

- A. The Senior Executive has been employed as a senior executive by the Chief Executive under the Act.
- B. The Act requires the Senior Executive to enter into a written contract of employment with the Chief Executive.
- C. The Act provides that:
 - i. the Senior Executive's initial contract of employment when first employed in the Position can be for a term of up to 5 years;
 - ii. if the Senior Executive's employment under the initial contract continues to the expiry date (regardless of whether the term of that contract was 5 years or less), the parties may enter into a further (new) contract;
 - iii. there may be multiple further (new) contracts, provided the term of each contract does not exceed 5 years; and
 - iv. further contracts entered into after the initial contract extend the Senior Executive's employment by the term stated in that further contract.

1. CONDITIONS OF EMPLOYMENT

1.1 The Senior Executive accepts:

- (a) employment in the Position at the Classification Level within the Department at the Location;
- (b) employment on the Conditions of Employment;
- (c) that the Chief Executive may from time to time amend, vary or update the Position's duties and responsibilities under Item 9 of Schedule 1 and, if that occurs, the Senior Executive will comply with any such amendment, variation or update. The Chief Executive will ensure that any amendments, variations or updates to the Position's duties and responsibilities are within the skill and competency of the Senior Executive, and if necessary will ensure appropriate training is provided to enable the Senior Executive to complete those duties and responsibilities; and
- (d) that they may be transferred to another position at the same Classification Level, which may involve a change in the Location.

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.

2. TERM OF EMPLOYMENT

2.1 This Contract, and the employment of the Senior Executive, starts on the Commencement Date and ends on the End Date.

2.2 If the Senior Executive wishes to be considered for further employment as a senior executive after the Expiry Date, the Senior Executive must give notice of that to the Chief Executive no more than 4 months or less than 3 months before the Expiry Date.

2.3 If the Chief Executive receives a notice under clause 2.2, the Chief Executive may give notice to the Senior Executive no more than 3 months or less than 2 months before the Expiry Date whether or not the Senior Executive will be further employed as a senior executive.

2.4 If the Chief Executive gives a notice under clause 2.3 that the Senior Executive will be further employed as a senior executive, a new contract of employment (not a variation to extend this Contract) must be entered into for a further term of up to 5 years.

2.5 A notice under clause 2.3 stating that the Senior Executive will not be further employed as a senior executive does not need to provide reasons for that decision.

2.6 A failure by the Chief Executive to give notice under clause 2.3 is not a breach of this Contract.

2.7 If the Senior Executive does not give a notice under clause 2.2, the Senior Executive will be taken to have elected not to be further employed as a senior executive.

2.8 If the Senior Executive:

- (a) receives a notice under clause 2.3 that they will not be further employed; or (b) does not receive a notice from the Chief Executive under clause 2.3,
- (b) then this Contract will end on the Expiry Date without requiring further notice from the Chief Executive.

3. SENIOR EXECUTIVE'S RESPONSIBILITIES

3.1 The Senior Executive must:

- (a) conform to the hours of duty and other work arrangements determined by the Chief Executive;
- (b) devote substantially the whole of the Senior Executive's time and attention during the hours of duty determined by the Chief Executive to performing the duties and discharging the responsibilities of the Position specified in Item 9 of Schedule 1;
- (c) promote the public service's effectiveness and efficiency and comply with the senior executive service's purpose in accordance with the requirements of s 185 of the Act by:
 - (i) providing strategic leadership to deliver government objectives;

- (ii) providing high quality, impartial advice to chief executives and executive government;
 - (iii) championing the public sector principles in all aspects of the Senior Executive's leadership and in discharging the Senior Executive's responsibilities;
 - (iv) developing a public service-wide perspective and participating in collaborative and collective leadership to achieve outcomes across the public sector;
 - (v) continuing the Senior Executive's executive development through ongoing learning; and
 - (vi) developing the Senior Executive's skills through deployment within the public service and in other entities.
- (d) comply with lawful directions and act in accordance with the requirements of all laws and Directives that are applicable to the Senior Executive's employment; and
- (e) ensure that the Senior Executive's conduct, whether during or outside work, complies with the work performance and personal conduct principles in the Act.
- 3.2 The Senior Executive may be required to travel within Australia or overseas to perform the duties or discharge the responsibilities of the Position.
- 3.3 The Senior Executive must notify the Chief Executive immediately after any of the following events occur or the Senior Executive believes it is likely that such an event may occur:
- (a) any inability by the Senior Executive to perform the duties or discharge the responsibilities of the Position, and the reason for that inability;
 - (b) the Senior Executive is or becomes bankrupt or makes any arrangement or composition with the Senior Executive's creditors, or is a director or other officer of an entity that has an insolvency event; or
 - (c) the Senior Executive 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 Senior Executive 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 Senior Executive's performance against the Performance Agreement will be assessed from time to time, as determined by the Chief Executive.
- 4.3 The Senior Executive's performance, as assessed in accordance with clause 4.2, will be a significant determining factor in the continued employment of the Senior Executive under this Contract.

5. REMUNERATION AND BENEFITS

5.1 The Senior Executive 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 Senior Executive may receive other benefits prescribed by a Directive.

5.3 The Remuneration Package may be determined and varied from time to time in accordance with a Directive.

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 Senior Executive 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 Senior Executive under the Act, the Chief Executive decides to take the disciplinary action of termination of the Senior Executive's employment.

7.2 A decision by the Chief Executive to terminate the Senior Executive's employment as a result of disciplinary action under the Act also terminates the Senior Executive'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.

7.3 The Senior Executive will not receive any payment under clause 14 if the Chief Executive terminates the Senior Executive's employment as a result of disciplinary action under the Act.

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 Senior Executive under the Act (Mental or physical incapacity), the Chief Executive decides that retirement of the Senior Executive from the public service is reasonable in the circumstances.

8.2 A decision by the Chief Executive to retire the Senior Executive from the public service as a result of mental or physical illness or disability under the Act also terminates the Senior Executive'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.

8.3 The Senior Executive will not receive any payment under clause 14 if the Chief Executive retires the Senior Executive from the public service as a result of mental or physical illness or disability under the Act.

9. TERMINATION BY CHIEF EXECUTIVE - NO REASON GIVEN

- 9.1 The Senior Executive's employment 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 Senior Executive.
- 9.2 A notice under clause 9.1 does not need to provide reasons for the termination.
- 9.3 The Senior Executive may, within 7 days after receipt of a notice under clause 9.1, provide a written submission to the Chief Executive explaining why the Senior Executive's employment and this Contract should not be terminated.
- 9.4 The Chief Executive may by notice to the Senior Executive 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 any written submission made by the Senior Executive under clause 9.3; or
 - (b) reasons for any decision to revoke or not revoke a notice given under clause 9.1.
- 9.6 Clause 14.1 outlines the payment the Senior Executive may receive if the Chief Executive terminates the Senior Executive's employment under clause 9.1.

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

- 10.1 The Senior Executive's employment 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 Senior Executive, for one or more of the following reasons:
- (a) the Senior Executive breaching a provision of the Act, Code of Conduct or breaching an obligation under this Contract;
 - (b) the Senior Executive being or becoming bankrupt;
 - (c) the Senior Executive 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 Senior Executive's ability to undertake the Position with the degree of integrity required; or
 - (d) the Senior Executive having engaged in corrupt conduct within the meaning of that term in the *Crime and Corruption Act 2001*.
- 10.2 The Senior Executive may, within 7 days after receipt of a notice under clause 10.1, provide a written submission to the Chief Executive explaining why the Senior Executive's employment and this Contract should not be terminated.
- 10.3 The Chief Executive may revoke the notice under clause 10.1 before it takes effect. The Chief Executive does not need to provide:
- (a) a response to any written submission made by the Senior Executive under clause 10.2; or

(b) reasons for any decision to revoke or not revoke the notice under clause 10.1.

10.4 The Senior Executive will not receive any payment under clause 14 if the Chief Executive terminates the Senior Executive's employment under clause 10.1.

11. TERMINATION BY AGREEMENT

11.1 The Chief Executive and the Senior Executive may mutually agree to terminate the Senior Executive's employment and this Contract at any time prior to the Expiry Date.

11.2 Clause 14.2 outlines the payment the Senior Executive may receive if the Senior Executive's employment is terminated by mutual agreement under clause 11.1.

12. RESIGNATION OR RETIREMENT BY SENIOR EXECUTIVE

12.1 The Senior Executive may resign or retire by giving at least 1 month's signed notice to the Chief Executive.

12.2 After receiving a notice under clause 12.1, the Chief Executive may consent to a shorter notice period, upon request by the Senior Executive, however such consent is not a termination under clauses 9.1 or 11.1.

13. DUTIES DURING NOTICE PERIOD

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

- (a) to perform duties which are different to those which the Senior Executive had been required to perform, as long as the Senior Executive has the necessary skills and competence to perform the duties;
- (b) not to carry out some or all of the Senior Executive'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 Senior Executive's leave accounts.

14. PAYMENT AT THE END OF EMPLOYMENT

14.1 If the Senior Executive's employment and this Contract are terminated under clause 9.1, the Senior Executive will be paid the Separation Payment and the Service Payment as soon as reasonably practicable after the End Date, unless clause 14.3 applies.

14.2 If:

- (a) the Senior Executive's employment and this Contract are terminated by mutual agreement under clause 11.1; or
- (b) this Contract expires on the Expiry Date and a further contract is not entered into with the Senior Executive,

the Senior Executive will be paid 12 weeks' Remuneration Package as soon as reasonably practicable after the End Date, calculated on the Remuneration Package applicable on the End Date, unless clause 14.3 applies.

14.3 The Senior Executive will not receive any payment under this clause if:

- (a) the Senior Executive is on leave from a Public Sector Entity of another jurisdiction and the Senior Executive resumes duty with that Public Sector Entity after the End Date;
- (b) by the End Date, the Senior Executive is appointed to, or employed by, a Public Sector Entity such that the Senior Executive has continuity of employment;
- (c) this Contract ceases on or before the Expiry Date as a result of the death of the Senior Executive;
- (d) the Senior Executive voluntarily resigns or retires under clause 12.1; or
- (e) clause 14.2(b) applies and the Senior Executive has not given a notice under clause 2.2.

14.4 If the Senior Executive owes money to the Department at the End Date, the Senior Executive agrees that the Chief Executive may withhold, from any outstanding entitlements owing to the Senior Executive, the sum owed by the Senior Executive to the Department.

15. PAYMENT TO BE FINAL

15.1 If this Contract is terminated for any reason, the Senior Executive acknowledges:

- (a) the payment, if any, made to the Senior Executive under clause 14 constitutes the only entitlement of the Senior Executive (subject to clause 15.1(d));
- (b) the Senior Executive must not institute proceedings for compensation for loss of office, injunctive relief, reinstatement or appeals unless the Senior Executive has an express statutory right to do so;
- (c) the payment, if any, made to the Senior Executive under clause 14 is deemed to be liquidated damages that each party acknowledges are a realistic assessment of any detriment the Senior Executive may suffer because of termination of this Contract; and

(d) any statutory entitlements of the Senior Executive are to be calculated by reference to the Remuneration Package payable as at the End Date.

15.2 If a court or tribunal determines that termination of this Contract is unlawful or occurs in circumstances which would otherwise lead to a claim by the Senior Executive for compensation or damages, then the Senior Executive's entitlements are limited to the relevant amount that would be payable under clause 14 as if the termination had been lawful.

15.3 Nothing in this clause may be deemed or construed as a release in respect of any action for personal injury or death of the Senior Executive that the Senior Executive or anyone claiming by, through or under the Senior Executive, may have.

16. REPAYMENT IF SENIOR EXECUTIVE COMMENCES PUBLIC SECTOR ENTITY EMPLOYMENT DURING THE PAYBACK PERIOD

16.1 If the Senior Executive receives a payment under clause 14 (the "Payment Received") but commences Public Sector Entity Employment during the Payback Period, the Senior Executive is permitted to retain only that part of the Payment Received equivalent to the number of weeks the Senior Executive has not been in Public Sector Entity Employment since the End Date (the "Retained Amount").

16.2 The Senior Executive must repay to the State the Payment Received less the Retained Amount:

(a) within 1 month after commencing Public Sector Entity Employment; or

(b) by another reasonable date agreed to by the Chief Executive.

Examples:

1. If the Senior Executive commences Public Sector Entity Employment 1 week after the End Date and the Payment Received was calculated on the basis of 21 weeks' Remuneration Package, the Senior Executive would have to repay part of the Payment Received equivalent to 20 weeks' Remuneration Package.
2. If the Senior Executive commences Public Sector Entity Employment 10 weeks after the End Date and the Payment Received was calculated on the basis of 14 weeks' Remuneration Package, the Senior Executive would have to repay part of the Payment Received equivalent to 4 weeks' Remuneration Package.
3. If the Senior Executive commences Public Sector Entity Employment 26 weeks after the End Date and the Payment Received was calculated on the basis of 52 weeks' Remuneration Package, the Senior Executive would have to repay part of the Payment Received equivalent to 26 weeks' Remuneration Package.
4. If the Senior Executive commences Public Sector Entity Employment 17 weeks after the End Date and the Payment Received was calculated on the basis of 16 weeks' Remuneration Package, the Senior Executive has not commenced Public Sector Entity Employment during the Payback Period and therefore does not have to repay any of the Payment Received.

16.3 If the Senior Executive subsequently ceases Public Sector Entity Employment before the end of the Payback Period, the Senior Executive will not receive a refund of any repayment made under clause 16.2.

17. POST EMPLOYMENT RESTRICTION

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

17.2 Clause 17.1 does not apply:

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

18. CONFIDENTIAL INFORMATION

18.1 The Senior Executive 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.

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

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

18.3 Clause 18.1 does not apply to the extent that:

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

18.4 The obligations of the Senior Executive under this clause continue after the End Date.

19. POLICIES, PROCEDURES AND OTHER DOCUMENTS

19.1 The Senior Executive 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 Senior Executive 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 Senior Executive'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.

20. GENERAL PROVISIONS

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

20.2 Subject to clauses 20.3, 20.4 and 20.5 the Chief Executive can waive the benefit of any clause of this Contract.

20.3 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 Senior Executive, does not constitute a waiver of the State's rights.

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

20.5 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.

20.6 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.

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

20.8 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.

20.9 Subject to clause 20.10, a variation to this Contract must be in writing and signed by both parties.

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

- (a) a change in the Position's duties and responsibilities outlined in clause 1.1(c);
- (b) a change in the Chief Executive's name and/or title under Item 1 of Schedule 1;
- (c) a change in the Position's title under Item 3 of Schedule 1;
- (d) a change in the Department under Item 5 of Schedule 1 arising from a Public Service Departmental Arrangements Notice under the Act;
- (e) a change to the Location at which the Senior Executive is based;
- (f) a change to the Total Fixed Remuneration or a component part, which results from a determination permitted to be made under a Directive;

- (g) a change to a special condition under clause 21.1; and
- (h) a determination permitted to be made under this Contract.

21. SPECIAL CONDITIONS

21.1 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.

21.2 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

Item no.	Topic	Details
1.	Chief Executive's name and title (Preamble)	
2.	Senior Executive's name (Preamble)	
3.	Position title (Background/clause 1.1(a))	
4.	Classification Level (clause 1.1(a))	
5.	Department (clause 1.1(a))	
6.	Location (clause 1.1(a))	
7.	Commencement Date (clause 2.1)	
8.	Expiry Date (Background / clause 2.2)	
9.	Position's duties and responsibilities (clauses 1.1(c) and 3.1(b))	
10.	Superannuable Salary (clause 5.1)	\$ _____ per annum (\$ _____ per fortnight)
11.	Remuneration Package	\$ _____ per annum, comprising: <ul style="list-style-type: none"> • Superannuable Salary – See Item 10 above; • Executive Vehicle Allowance: \$ _____ per annum
12.	Total Fixed Remuneration (Schedule 2A; components clause 5.1)	Total Fixed Remuneration: \$ _____ per annum, comprising: <ul style="list-style-type: none"> • Remuneration Package – see Item 11 above; • Employer superannuation contributions: \$ _____ per annum (12.75% of Superannuable Salary); and; • Leave Loading: \$ _____ per annum

SENIOR EXECUTIVE SERVICE EMPLOYMENT CONTRACT

13.	Address for service of notices for the Chief Executive (clause 20.6)	Business Address:
14.	Addresses for service of notices for the Senior Executive (clause 20.6)	Business Address: Residential Address:
15.	Special Conditions (clause 21.1)	

SCHEDULE 2

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;

Classification Level means the Senior Executive Service level specified in Item 4 of Schedule 1 that the Senior Executive has been employed at by the Chief Executive;

Code of Conduct means the Code of Conduct for the Queensland Public Service, as amended from time to time;

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

Conditions of Employment means the Senior Executive's terms and conditions of employment which are governed by the Act, any relevant Directives issued under the Act 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 Senior Executive 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 this Contract ends, being whichever is the earliest of the following:

- (a) the Expiry Date;
- (b) the date of termination in accordance with clauses 9.1, 10.1 or 11.1;
- (c) the date of resignation or retirement contained in a notice given by the Senior Executive under clause 12.1 or an earlier date if consented to by the Chief Executive under clause 12.2; or
- (d) another date of termination prescribed by the Act;

Executive Vehicle Allowance means the amount specified against that component in Item 11 of Schedule 1, as varied in accordance with this Contract;

Expiry Date means the date specified in Item 8 of Schedule 1, on which 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;

Payback Period means a period equal to the total number of weeks, or part weeks, Remuneration Package paid to the Senior Executive under clause 14, commencing on the End Date;

Performance Agreement means a performance agreement between the Senior Executive 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 Sector Entity Employment means employment for a cumulative period of more than 20 full-time equivalent working days in a Public Sector Entity and includes:

- (a) casual, part-time or full-time employment; and
- (b) engagement as a consultant or contractor if the contract is wholly or principally for the labour of the Senior Executive, unless the Senior Executive does not have any financial interest in the entity engaged to provide the services;

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.

Separation Payment means:

- (a) if the **Term** is 2.5 years or greater, an amount equal to 26 weeks' Remuneration Package, calculated on the Remuneration Package applicable on the End Date; or
- (b) if the **Term** is less than 2.5 years, an amount equal to 20% of the Remuneration Package that would have been paid to the Senior Executive had the employment of the Senior Executive not been terminated, calculated on the Remuneration Package applicable on the End Date;.

For this definition, **Term** means the term remaining on this Contract;

Service Payment means a payment equal to 2 weeks of the Remuneration Package for each year, and proportionate amount for an incomplete year, of **continuous service as a public service officer** (minimum of 4 weeks and to a maximum of 52 weeks), calculated on the Remuneration Package applicable on the End Date;

For this definition, **continuous service as a public service officer** means -

- (a) the period from the Commencement Date to the End Date, less any period of leave without salary which cannot be credited for service under a Directive; and
- (b) a period of service by the Senior Executive (unbroken by resignation, termination, retirement or redundancy) as a public service officer on contract or on tenure, which continues up to immediately before this Contract, less any period of leave without salary which cannot be credited for service under a Directive; and
- (c) any period of service of the Senior Executive before the Commencement Date -
 - (i) which is capable of being recognised for the purpose of calculating an entitlement to long service leave under a Directive; or
 - (ii) which would, other than for the fact that the Senior Executive has taken long service leave or had an entitlement to long service leave paid as a cash equivalent, be capable of being recognised for the purpose of calculating an entitlement to long service leave under a Directive;
- (d) but does not include a period of employment which has already been used as the basis for calculating a payment previously received by the Senior Executive for an entitlement of the same or similar nature to a Service Payment;

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 an individual or person includes a corporation or other legal entity;
- (f) a reference to a clause or schedule means a clause or schedule to this Contract;

- (g) headings are included for convenience of reference only and are not intended to affect the meaning or interpretation of this Contract;
- (h) if an expression is defined, other grammatical forms of that expression will have corresponding meanings; and
- (i) 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: / /
(date)

.....
(print name of witness)

.....
(signature of witness)

SIGNED by the **SENIOR EXECUTIVE**

in the presence of:

.....
(print name of witness) (signature)

..... / /
(signature of witness) (date)