**Schedule 2 Model contract of employment for Secretaries of Departments and heads of other Public Service agencies**

(Rule 43)

**Contract of employment under section 39 of the *Government Sector Employment Act 2013***

**This contract of employment is made** on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

**Between**

THE GOVERNMENT OF NEW SOUTH WALES

**and**

[*Insert full name*] (the “Secretary/Agency Head”) [*both here and elsewhere in this contract, delete whichever is not applicable*]

This contract constitutes the Secretary/Agency Head’s instrument of appointment to office.

**Parties**

1.1 This contract of employment is between the Secretary/Agency Head and the Government of New South Wales.

**Commencement**

2.1 The employment of the Secretary/Agency Head under this contract commences on [*insert date*].

**Definitions**

3.1 In this contract:

“Employer” of the Secretary/Agency Head means the person who exercises the employer functions of the Government of New South Wales in relation to the Secretary/Agency Head.

“GSE Act” means the *Government Sector Employment Act 2013*.

“GSE Regulation” means the *Government Sector Employment Regulation 2014*.

“GSE Rules” means the *Government Sector Employment (General) Rules 2014*.

3.2 Terms used in this contract that are defined in the GSE Act have the same meanings as they have in the GSE Act.

**Band**

4.1 The Secretary/Agency Head is employed in Band [*specify band*].

**Office**

5.1 The Secretary/Agency Head is appointed to the office described in Appendix A.

5.2 The Secretary/Agency Head must perform the duties and responsibilities of the office to which the Secretary/Agency Head is appointed.

**Core values**

6.1 The Secretary/Agency Head agrees to perform the duties and responsibilities of the office in accordance with the government sector core values under section 7 of the GSE Act.

**Duration of employment**

7.1 The employment of the Secretary/Agency Head under this contract is ongoing employment (that is, employment that continues until the Secretary/Agency Head resigns or the Secretary/Agency Head’s employment is terminated).

[OR]

The employment of the Secretary/Agency Head under this contract is, unless the Secretary/Agency Head sooner resigns or the Secretary/Agency Head’s employment is sooner terminated, for the period ending on [*specify date*]. The period of employment may be extended by the Employer.

**Annual performance agreement**

8.1 The Secretary/Agency Head is required to enter into an annual performance agreement with the Employer setting out the performance obligations of the Secretary/Agency Head, and reviews of performance, for the year. The performance agreement continues until a new agreement is entered into.

**Capability-based assessments**

[*The following provisions only apply in relation to Agency Heads. In the case of Secretaries they should not be included in the contract and the following clauses should be renumbered accordingly.*]

9.1 The Agency Head agrees to participate in periodic capability-based assessments.

9.2 The Agency Head agrees to the use of these assessments for workforce planning purposes.

**Total remuneration package and allowances**

10.1 The total remuneration package (comprising monetary remuneration and employment benefits) of the Secretary/Agency Head is specified in Appendix B.

10.2 The Secretary/Agency Head may elect from time to time to allocate the total remuneration package as between monetary remuneration and employment benefits in accordance with the GSE Act.

10.3 The Secretary/Agency Head is entitled to the allowances specified in Appendix B and any allowances conferred under the GSE Act and GSE Regulation.

10.4 The Employer may, subject to the GSE Act, vary the total remuneration package and allowances of the Secretary/Agency Head from time to time.

**Progression**

11.1 If the Secretary/Agency Head meets the requirements of the annual performance agreement, the Secretary/Agency Head’s total remuneration package may be increased within the range of remuneration applicable to the office of the Secretary/Agency Head. Any such increase is at the discretion of the Employer and is not an entitlement.

11.2 This clause does not limit the Employer’s power to increase or reduce the Secretary/Agency Head’s total remuneration package in accordance with the GSE Act.

**Hours of duty**

12.1 The Secretary/Agency Head must work the hours necessary to perform the duties and responsibilities of the office.

12.2 The Secretary/Agency Head’s total remuneration package compensates the Secretary/Agency Head for any hours worked.

**Leave**

13.1 The Secretary/Agency Head is entitled to leave in accordance with the GSE Act, the GSE Regulation and the GSE Rules

**Notice of resignation**

14.1 The Secretary/Agency Head may resign his or her employment by providing 4 weeks written notice to the Employer or as agreed to by the Employer.

14.2 If notice of resignation is provided, the Employer may direct the Secretary/Agency Head to cease duties immediately or at some other specified time during the notice period. Any such direction does not affect the Secretary/Agency Head’s entitlement to receive remuneration or to accrue leave during the notice period.

**Compensation for termination**

15.1 The Secretary/Agency Head is entitled to the payment of compensation, on the termination of employment by the Employer, as determined by and under clause 39 of the GSE Regulation.

15.2 If the Secretary/Agency Head’s employment is terminated with compensation, the Secretary/Agency Head agrees that if the Secretary/Agency Head is re-employed in the public sector (as referred to in section 41 of the GSE Act) within the period to which the compensation relates the Secretary/Agency Head will repay the proportionate amount, as calculated in accordance with clause 39 of the GSE Regulation, before the commencement of that re-employment. This obligation continues even though the contract of employment is terminated.

**Other paid work**

16.1 The Secretary/Agency Head will not undertake any other paid work without the permission of the Employer.

**Confidentiality**

[*The following provisions are mandatory to the extent that the contract must contain obligations relating to confidentiality. However, the following provisions may be substituted by a different set of obligations (that are not inconsistent with the following provisions) to suit the particular requirements of the Public Service agency concerned.*]

17.1 During his or her employment, the Secretary/Agency Head will not disclose, without lawful authority, any confidential or secret information acquired as a consequence of the employment.

17.2 On termination of employment the Secretary/Agency Head will not, without lawful authority, disclose or make [*commercial*] use of any confidential or secret information acquired by the Secretary/Agency Head as a consequence of his or her employment.

**Intellectual property**

18.1 Subject to any written agreement to the contrary between the parties, all intellectual property developed by the Secretary/Agency Head in the course of his or her employment is the sole property of the Employer.

**Employment policies**

19.1 The Secretary/Agency Head agrees to act in accordance with any applicable employment policies of the Employer.

19.2 However, those employment policies do not form part of this contract and do not create any express or implied contractual rights or obligations between the Secretary/Agency Head and the Employer.

**Variation**

20.1 This contract may only be varied in accordance with the GSE Act and this contract.

**APPENDICES**

The Appendices to this contract (other than Appendix A) may be substituted by the Employer.

**Appendix A—Office**

[*insert office to which appointed*]

**Appendix B—Remuneration package and allowances**

The total remuneration package of the Secretary/Agency Head is [*insert $ value of package*], comprising [*insert components of remuneration package*]:

The Secretary/Agency Head is entitled to allowances under the GSE Regulation and the following additional allowances [*insert any additional allowances*]:

**Signatures**

**The Employer**

Signed

Date

Name

[*Insert job title and office*]

pursuant to the GSE Act on behalf of the Government of NSW.

**The Secretary/Agency Head**

Signed

Date

Name in full [*printed*]