***Drafting Notes –*** *Note: Page 1 is intended to provide guidance on how to draft the contract. It should be deleted prior to signing the contract.*

**Public Entity Employment in the State of Victoria**

**Standard Executive Employment Contract**

* This Standard Executive Employment Contract is for use by Victorian public entity employers (as defined by section 5 of the *Public Administration Act 2004)* when employing Executives.
* The mandatory elements of the contract are indicated in bold clauses, which must be used as drafted. Other provisions are provided as a model and public entities are strongly encouraged to use these clauses unless there is a clear reason why a variation is required.
* The contract should be read in conjunction with the:
* *Public Administration Act 2004* (Vic) (noting that Part 3 of the PAA only applies to public service executives not public entity executives, unless they are a declared authority for the purpose of that Part);
* *Superannuation (Public Sector) Act 1992* (Vic);
* *Emergency Services Superannuation Act 1986*;
* Other relevant establishing legislation;
* Victorian Public Entity Executive Employment Handbook; and
* Public Entity Executive Remuneration Policy.

The contract contains alternative superannuation clauses depending on whether the Executive is a member of a statutory superannuation scheme or not.

* For further information or assistance, please contact the Victorian Public Sector Commission (info@vpsc.vic.gov.au).

**Public Entity Employment in the State of Victoria**

**Standard Executive Employment Contract**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **Parties:** | **[Employer] – *insert legal name of public entity* (the Employer)**  **and**  **[Name] (You, or the Executive)** |
| **Date:** | **[Date contract given to Executive]** |

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

**Terms and conditions of employment**

## Commencement and term

### The period of this contract is the period commencing on the [ ] day of [ ], 20[ ] and ending on the [ ] day of [ ] 20[ ] unless terminated earlier in accordance with the terms of the contract.

### [Drafting note: Government policy requires that the period of this contract is for no more than 5 years. Delete this note before preparing for signature.]

## Position and duties

### 2.1 You will initially be employed in the position set out at Schedule A in [insert name of public entity] with the Employer.

### Although you are employed by the Employer, the Employer is part of the Victorian public sector and as a result, you also have obligations towards the State of Victoria.

### You are required to perform the duties and responsibilities consistent with your position, including any detailed in Schedule A, and such other duties and responsibilities as may be notified or assigned to you from time to time.

### The parties will review the duties and responsibilities detailed in Schedule A annually (which may be at the time of the performance review in accordance with clause 6), or as otherwise determined by the Employer. The Employer may, at its discretion, amend the duties and responsibilities following such review or at any other time.

## Standards of conduct, conflicts of interest and general responsibilities

You must:

#### at all times conduct yourself in accordance with ethical standards commensurate with your role as an Executive in the Victorian Public Sector;

#### act in the best interests of the Employer and the State of Victoria and use your best endeavours to promote those interests;

#### not intentionally do anything which is or may be harmful to the Employer or the State of Victoria;

#### comply with all legal requirements, statutory or otherwise, pertaining to your responsibilities as an Executive, including applicable standards, codes of conduct (including the Code of Conduct for Victorian Public Sector Employees), the Victorian Public Entity Executive Employment Handbook and policies, as may be in place and apply from time to time. These documents are not incorporated into, and are not otherwise included in, this contract but are nevertheless binding on you;

#### avoid actual, potential or perceived conflicts of interest and if a conflict appears possible or arises, notify the Employer at the earliest opportunity and make all reasonable attempts to manage or resolve it, including complying with any directions issued by the Employer;

#### not, without the express permission of the Employer, be engaged in any other paid employment or carry on any business profession or trade, either directly or indirectly in any capacity. For the avoidance of doubt this does not prevent you from engaging in voluntary activities for a charitable organisation or project; and

#### promptly report to the Employer any matters which, on a reasonable view, are material to your employment, including reporting any information and explanations which may affect or impact your ability to properly discharge your duties and responsibilities under this contract.

## Executive warranties

### In signing this contract you warrant that:

#### you have disclosed any actual, potential or perceived conflicts of interest including any conflict between your duties as an Executive and your personal interests, and any other matters which, on a reasonable view, are material to your employment;

#### you are not and will not be in breach of any legal obligation, including any obligation to a third party (such as a previous employer), by entering into this contract or by performing your duties under it; and

#### all information provided by you as to your qualifications, skills, experience, and employment history are true and correct.

## Location and hours

### You will initially be based in the location set out in Schedule A but may be required to work at other locations from time to time.

### You are required to work the hours necessary for you to perform your duties in a satisfactory manner, including reasonable additional hours which may include, without limitation, working on weekends and public holidays. Your remuneration includes compensation for all hours you may work, including reasonable additional hours.

## Performance plan and review

### An annual performance plan will be determined by the Employer in consultation with you at or within three months following commencement of your employment. The performance plan will include outcomes and expectations aligned with the Employer’s priorities, public sector values and leadership capabilities.

### Your performance will be reviewed on an annual basis, and at such other times as may be determined by the Employer, including against your duties and responsibilities under this contract and as set out in Schedule A (as amended from time to time).

### Following such a review, the Employer will determine, in consultation with you, any changes to the performance plan for the subsequent review period. The Employer may implement at its discretion any changes to the duties and responsibilities detailed in Schedule A following such review or at any other time.

## Remuneration

### *Salary and employment benefits*

#### **You are entitled to the remuneration set out in Schedule B, which is made up of:**

**(A) base salary;**

**(B) superannuation contributions;**

**(C) employment benefits (i.e. non-salary** **) specified in Schedule B;**

**(D) the annual cost to the Employer of providing the non-monetary benefits, including any fringe benefits tax payable.**

#### Your remuneration will be reviewed on an annual basis subject to Government policy. The Employer may also agree to undertake a remuneration review at any time requested in writing by you. A review does not guarantee an increase to any element of your remuneration.

#### Any increases or other change to your base salary or employment benefits (including as a result of a change in the annual cost to the Employer of providing the non-monetary benefits) shall be notified to you in writing.

#### You may request in writing at any time to re-structure your base salary and any employment benefits for consideration by the Employer. Should the Employer agree to this request, such a re-structure shall only apply prospectively, and must include a superannuation component at least equivalent to the minimum superannuation contribution required by the Employer to avoid a charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

### *Superannuation*

#### If you are not a member of a statutory superannuation scheme:

1. the Employer will make the minimum superannuation contributions required to avoid a charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth);
2. if there is any change in the minimum superannuation contributions required to avoid a charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth), the superannuation contribution will be varied accordingly, and there will be no impact on your base salary; and
3. the Employer’s default complying superannuation fund is set out in Schedule C, and contributions shall be made to that fund unless you advise the Employer in writing of an alternative choice of complying superannuation fund.

#### Subject to sub-clause 7.2(c), if you are a member of a statutory superannuation scheme:

1. you must elect to either continue or cease to be a member of that scheme by specifying the election in Schedule C;
2. where you elect to cease to be a member of a statutory superannuation scheme, the Employer will make superannuation contributions to a complying superannuation fund in accordance with clause 7.2(a);
3. where you elect to continue to be a member of a statutory superannuation scheme then, for the purposes of calculating contributions and benefits under the scheme, your salary is taken to be the amount specified for that purpose in Schedule C (which must not be more than 70% of the sum of items (A), (C) and (D) in Schedule B). If your salary for the purposes of the scheme immediately before entering this contract ('previous superannuation salary') was more than the amount equivalent to 70% of the sum of items (A), (C) and (D) specified in Schedule B('proposed new superannuation salary'), then you must elect in writing which of those amounts (previous superannuation salary or proposed new superannuation salary) is to be your salary for the purpose of that scheme by specifying the election in Schedule C; and
4. an amount set out in item (B) in Schedule B as the cost of the contribution by the Employer to a statutory superannuation scheme is (and may continue to be even after any alteration is made to your remuneration under clause 7.1) a notional and fixed amount based on actuarial assessment and may not represent the precise amount required to be contributed by the Employer.

#### Where a member of the Emergency Services Superannuation Scheme becomes eligible for membership of a non-statutory superannuation scheme by operation of applicable legislation, that member will not be required to terminate membership of the statutory superannuation scheme. The requirement to maintain membership of both schemes is set out in Schedule C.

## Expenses

You will be reimbursed for any necessary and reasonable expenses incurred in the performance of your duties subject to appropriate prior authority, provision of documentary evidence and any applicable policies in place.

## Executive health

### The Employer can require you, at any time, to undergo and satisfactorily pass a medical examination by a qualified medical practitioner (selected by the Employer at the Employer's expense).

### Subject to clause 9.3, each year you will be entitled to receive a non-cumulative reimbursement of up to $1,000 (inclusive of fringe benefits tax) for an annual medical check to review your overall health and fitness for work, subject to provision of satisfactory documentary evidence.

### On request, the Employer may permit accumulation of the reimbursement amount of $1,000 provided for in clause 9.2.

## Leave *(Drafting Note: When using this pro forma, the leave provisions below should be rewritten to ensure consistency with the Employer’s policies and industry standards, reflecting additional requirements for eligibility and other conditions. The entitlements in clause 10 refer to relevant minimum standards and are designed as prompts for consideration. Delete this note before preparing for signature.)*

### Your leave entitlements are set out in clause 10 and 11.

### *Parental leave*

*12 months leave, paid/unpaid subject to the Employer’s leave policies.*

### *Annual leave*

#### *4 weeks of paid annual leave, subject to the Employer's leave policies.*

### *Personal/carer’s leave*

#### *Subject to the Employer’s leave policies, 10 days of paid personal/carer’s leave. 2 days of unpaid carer’s leave (for each permissible occasion on the condition that paid leave has been exhausted).*

### *Compassionate leave*

#### *2 days of compassionate leave for each permissible occasion, subject to the Employer's leave policies.*

### *Long Service Leave*

#### *Refer to the Long Service Leave Act 2018 (Vic) as varied or replaced from time to time and the Employer’s leave policies.*

#### The provisions of the *Long Service Leave Act 2018* (Vic) will apply to long service leave under this contract save where this contract provides for a more generous entitlement in which event the more generous entitlement under this this contract will apply*.*

### *Accident Compensation Leave (WorkCover)*

#### The provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (and/or its predecessor or replacement legislation as applicable) will apply.

#### In the case of a WorkCover claim, the Employer will pay the difference between compensation benefits under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (and/or its predecessor or replacement legislation as applicable) and your remuneration package for a period of up to 52 weeks. You may utilise accrued leave credits for absences beyond the period for which compensation is made. Leave without pay may be granted where entitlements to paid leave have ceased.

#### Payments made under clause 10.6(a)will cease:

1. on the date on which you are fit to resume duty;
2. on the date the you receive a disability benefit from a superannuation scheme; or
3. on the date on which a lump sum redemption is received,

whichever comes first.

#### You are required to refund the make-up pay received under clause 10.6(a) if a settlement is received in a civil claim which specifically compensates you for make-up payments.

## Family Violence Leave

### *General Principle*

#### The Employer recognises that Executives sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

#### Leave for family violence purposes is available to Executives who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

### *Definition of Family Violence*

## Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

### *Eligibility*

## You are entitled to leave for family violence purposes in accordance with this clause 11.

### *General Measures*

#### Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, a district nurse, a maternal and health care nurse or a Lawyer. A signed statutory declaration can also be offered as evidence.

#### All personal information concerning family violence will be kept confidential in line with the Employer’s policies and relevant legislation. No information will be kept on an Executive’s personnel file without their express written permission.

#### No adverse action will be taken against an Executive if their attendance or performance at work suffers as a result of experiencing family violence.

#### The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

#### An Executive experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Executive chooses not to see the Human Resources or Family Violence contact.

#### Where requested by an Executive, the Human Resources contact will liaise with the Executive’s manager on the Executive’s behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 11.5 and clause 11.6.

#### The Employer will develop guidelines to supplement this clause 111 and which details the appropriate action to be taken in the event that an Executive reports family violence.

### *Leave*

#### An Executive experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

#### An Executive who supports a person experiencing family violence may utilise their personal/carer’s leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 11.4 from an Executive seeking to utilise their personal/carer’s leave entitlement.

### *Individual Support*

#### In order to provide support to an Executive experiencing family violence and to provide a safe work environment to all Executives, the Employer will approve any reasonable request from an Executive experiencing family violence for:

###### temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;

###### temporary or ongoing job redesign or changes to duties;

###### temporary or ongoing relocation to suitable employment;

###### a change to their telephone number or email address to avoid harassing contact; or

###### any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

#### Any changes to an Executive’s role should be reviewed at agreed periods. When an Executive is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Executive’s substantive position.

#### An Executive experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local Executive support resources. The EAP shall include professionals trained specifically in family violence.

#### An Executive that discloses that they are experiencing family violence will be given information regarding current support services.

## Intellectual Property and Moral Rights

### You acknowledge and agree that Intellectual Property developed, created or conceived by you during your employment is and will be the sole and exclusive property of the Employer.

### You further acknowledge and agree that:

#### full right, title and interest in and to copyright works created by you will vest in the Employer immediately on creation;

#### full right, title and interest in all other Intellectual Property is assigned to the Employer by you;

#### you will promptly execute all documents and do all things necessary to vest or assign full right, title and interest in the Intellectual Property in and to the Employer; and

#### you irrevocably grant the Employer (and its licensees, successors in title and authorised agents) consent to do or omit to do any act which would otherwise infringe your moral rights under the *Copyright Act 1968* (Cth) in relation to all copyright works you make in the course of your employment, whether such act or omission occurs before or after the date of this contract.

## Confidential Information

### *Confidentiality*

Without limiting obligations you owe under common law or any other law, you must not, either during or after your employment, use or disclose to any person any Confidential Information except:

#### in the proper performance of your responsibilities and duties;

#### if you are compelled by law and have used every lawful means available to you to prevent disclosure;

#### if you have been authorised in writing by the Employer to do so; or

#### in respect of the terms and conditions of your employment, in confidence to your legal or financial advisers.

### *Maintain secure custody*

You must maintain proper and secure custody of all Confidential Information and use your best endeavours to prevent the unauthorised use or disclosure of any Confidential Information by third parties.

### *Uncertainty*

If there is any uncertainty as to whether any information is Confidential Information, that information will be taken to be Confidential Information unless you are advised by the Employer in writing to the contrary.

### *Return of Confidential Information and other property*

On termination of your employment, or otherwise at the request of the Employer, you must immediately return to the Employer:

#### all documents or other items in your possession, custody or control on which any Confidential Information is stored or recorded, whether in writing or in electronic or other form; and

#### any other property of the Employer in your possession or control including but not limited to credit cards, keys, computer software, mobile telephone and laptop computers or tablets.

## Termination of employment

### *Termination on notice by the Employer*

Except in circumstances where clause 14.2 or clause 14.3 applies, **the Employer may at any time before the contract's end date stated at clause 1.1, terminate this contract by giving you four months’ written notice.** In such circumstances, the Employer shall make available to the Executive up to four months of reasonable outplacement support and counselling during the notice period.

#### The Employer may elect to provide payment in lieu of all or part of this notice period.

### *Termination on notice by the Employer due to failure to fulfill duties*

The Employer may terminate your employment by giving you four weeks’ written notice (or five weeks' written notice where you are over 45 years old and have completed more than five years continuous service when you receive that notice) where the reason for termination is based on a serious failure by you in fulfilling your duties and responsibilities under this contract, including:

#### duties and responsibilities as detailed in Schedule A; and/or

#### standards of conduct, conflicts of interest and general responsibilities set out in clause 3.

#### The Employer may elect to provide payment in lieu of all or part of this notice period.

### *Summary termination by the Employer*

The Employer may at any time terminate your employment with immediate effect without giving you notice if you commit any act of serious misconduct (which shall include without limitation any breach of the warranties set out in clause 4).

### *Termination by you (resignation)*

You may resign from your employment at any time by giving the Employer four weeks’ written notice. The Employer may provide payment in lieu of all or part of this notice period. The Employer may agree, in writing, to waive all or part of this notice period.

### *Payments upon termination*

**On termination of your employment, you will not be entitled to any compensation or payments, including without limitation the unexpired portion of the contract except in exceptional circumstances with the written consent of the relevant department Secretary, other than:**

#### **the remuneration payable to you under clause 7 up to and including the date of termination;**

#### **payment in respect of any accrued but untaken annual leave under clause 10.2 and any accrued but untaken long service leave payable on termination under clause**

#### **s 10.5; and**

#### **payment in lieu of notice, if applicable under this clause 14.**

## Re-Employment

### Subject to clause 15.2:

#### at least six months prior to the expiration of the period of employment, the parties may confer with the view to reaching agreement as to whether you shall be re-employed for a further period and, if so, on what terms; and

#### each party may advise the other no later than four months (or such other period as they may agree in writing) prior to the expiration of the period of employment of their decision regarding the matters referred to in clause 15.1(a).

### Where the period of employment is one year or less, the period of months referred to in clause 15.1(a) shall be three and the period of months referred to in clause 15.1(b) shall be two.

### Regardless of whether the parties have conferred, advised and/or reached agreement in accordance with clause 15.1 or clause 15.2, as applicable, unless the Employer has offered, in writing, and you have accepted, in writing, a further period of employment, your employment will automatically terminate on the contract’s end date stated at clause 1.1. Upon termination of your employment on the end date, you will be entitled to receive payment in accordance with clause 14.5, noting that no written notice or payment in lieu will apply.

## Grievance and Dispute Resolution Procedure

### Subject to applicable legislation and industrial instruments, if a dispute or grievance (Dispute) arises out of this contract it will be dealt with by the matter first being discussed between you and your immediate supervisor. The parties will endeavour to resolve the Dispute to the mutual satisfaction of both parties.

### If the Dispute is not resolved, you may seek to resolve it through discussion with the next level above the immediate supervisor (where such level exists).

### If the Dispute is still not resolved you may formally bring it to the attention of the Employer who will within 14 days nominate one or more persons for the purpose of conducting further investigation and discussion and making a recommendation to the Employer. Persons nominated for this purpose will have had no prior involvement in the Dispute.

### Having regard to the recommendation made in accordance with clause 16.3, the Employer will make a final decision regarding the Dispute which shall be binding on all parties.

### During this procedure, work will continue and no party shall be prejudiced as to the final resolution of the Dispute by the continuance of work in accordance with this clause 16.5. The parties will co-operate to ensure that the steps required to reach a resolution are carried out as expeditiously as possible for the benefit of all concerned.

## Suspension

### At any time during employment, including without limitation, during part, or all, of any period of notice of termination, and including during any period in which the Employer is investigating any potential disciplinary issue involving you, the Employer may:

#### require you to perform only specified duties, or no duties at all;

#### require you not to have any contact with any employees, stakeholders, customers or associates of the Employer, or any other person or entity, other than normal social contact; and/or

#### exclude you from all or any part of the Employer’s premises,

#### (each a **Suspension**).

### Suspension is with pay (i.e. your remuneration will not be affected).

## Miscellaneous

### *Governing law*

This contract shall be governed by the law of the State of Victoria and shall be deemed to be made in Victoria. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Victoria.

### *No waiver*

A failure to exercise or any delay in exercising any right, power or remedy under this contract will not operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

### *Severance*

Any provision of this contract which is or becomes illegal, void or unenforceable is severable and will not invalidate the remaining provisions of this contract.

### *Variation*

#### This contract may at any time be varied by agreement in writing signed by you and an authorised representative of the Employer.

#### This contract will continue to govern your employment with the Employer despite any changes from time to time to your position, remuneration, duties and responsibilities or employment location, unless otherwise agreed in writing.

#### A reference in the contract to a Schedule refers to the Schedule then in force whether or not the Schedule has been physically attached to the contract.

### *Entire agreement*

This contract constitutes the entire agreement between the parties as to its subject matter and in relation to that subject matter, supersedes any prior understanding, or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

### *Personal information*

You agree that the Employer will collect information, including personal information, regarding you and your employment and may disclose that information to other Victorian public sector entities for reasons relating to your employment, to third parties in the delivery of employment services to you and/or where the disclosure of that information is otherwise permitted (including where authorised or required by law).

## Glossary of terms

In this contract, these terms have the following meanings:

|  |  |
| --- | --- |
| 1. **Confidential Information** | 1. Any information, however communicated or recorded, relating to the Employer's or the State of Victoria's functions to which you gain access, whether before, during or after your employment, and includes but is not limited to:    1. any trade secret or other commercially sensitive or confidential information of or possessed by the Employer or the State of Victoria;    2. any techniques, methods, computer software, materials, documents or manuals of the Employer or the State of Victoria used in carrying out their functions;    3. technical information or research concerning products developed or used by the Employer or the State of Victoria, their customers, stakeholders and suppliers;    4. inventions, improvements or products discovered or developed by any employee, officer or consultant of the Employer or the State of Victoria;    5. any information relating to the business affairs, accounts, market research, marketing plans, sales plans, customer lists, prospects, management or finances of the Employer or the State of Victoria; and    6. the identity of the Employer or the State of Victoria customers, suppliers, consultants, distributors, agents, contractors, executives and employees and the arrangements between the Employer or the State of Victoria and their customers, stakeholders, suppliers, consultants, distributors, agents, contractors, executives and employees. |
| 1. **Intellectual Property** | 1. Includes, but is not limited to, ideas, designs, concepts, patents, slogans, trademarks, copyright and designs whether registered or unregistered, software developments, computer programs, security codes, eligible layout rights, know-how, data or formula inventions and improvements in procedures made or discoveries conceived. |
| 1. **Statutory Superannuation Scheme** | 1. Has the same meaning as that expression has in the *Superannuation (Public Sector) Act 1992* (Vic). |
|  |  |

**Execution**

**Signed by or on behalf of the Employer :**

Name and role: *………………………..................................................................................*

Signature: *………………………...........................................................................................*

Date: *………………………..................................................................................................*

**Signed by the Executive:**

Name: ………………………................................................................................................

Signature: ………………………...........................................................................................

Date: ………………………................................................................................................

###### **Schedule A**

## Position, Duties and Location

* 1. Position: X
  2. Duties:
     1. X
     2. X
  3. Location of work: X

###### **Schedule B**

## Remuneration Package

## The Remuneration is $X per annum, comprising of:

(A) base salary - $X per annum;

(B) superannuation contributions (for employees in accumulation schemes specify $X per annum as at the contract commencement date, which amount may subsequently vary in accordance with clause 7.2(a)(B) / for employees in statutory superannuation schemes state “superannuation contributions as required under the relevant statutory superannuation scheme”);

(C) employment benefits (i.e. non-salary):

* X
* X
* X
* X

(D) the annual cost to the Employer of providing the non-monetary benefits, including any fringe benefits tax payable:

* X
* X
* X
* X

###### **Schedule C**

**Superannuation**

**[Option 1 – Where the Executive is not a member of a statutory superannuation scheme]**

The Employer’s default complying superannuation fund for the purpose of clause 7.2(a)(C) is: [XXX]

Pursuant toclause 7.2(b)(A)**,** the Executive hereby elects [XXX] as an alternative choice of complying superannuation fund

**[Option 2 – Where the Executive is a member of a statutory superannuation scheme]**

Pursuant toclause 7.2(b)(A)**,** the Executive hereby elects tocontinue/cease\* to be a member of the following statutory superannuation scheme:………………………………………………………………………………

**Salary for the purposes of clause 7.2(b)(C)**

* 1. Subject to sub-clause (b)below, the Executive’s salary for the purposes of calculating contributions and benefits under the relevant statutory superannuation scheme is: [$ Employer to insert].
  2. The Executive confirms that his/her salary for the purposes of a statutory superannuation scheme immediately before entering this contract, was more than the amount specified in sub-clause(a)above, and hereby elects that the salary for the purposes of calculating contributions and benefits under the relevant statutory superannuation scheme is\*:

$……………………… ***/*** the amount specified in sub-clause (a) above.

\*Executive to delete as appropriate

**[Option 3 – Where the Executive is a member of the Emergency Services Superannuation Scheme – the Executive retains membership of the statutory superannuation scheme and becomes eligible for membership of a non-statutory superannuation scheme]**

Pursuant to clause 7.2(c), when the Executive has attained the maximum benefitunder the Emergency Services Superannuation Scheme, the Executive will be eligible for membership of a non-statutory superannuation scheme administered by the Emergency Services Superannuation Scheme. The Executive is not required to elect to cease membership of the statutory superannuation scheme.

\*the corresponding increase to the Executive’s remuneration package should be reflected in Schedule B.