

# HEALTH EXECUTIVE SERVICE

## Contract of Employment

### (NAME OF CHIEF EXECUTIVE)

This *Contract of Employment* is made

on the \_\_\_\_\_ day of \_\_\_\_\_ 2010

**between**

**the Director-General**

*hereinafter referred to as "Employer"*

of **73 Miller Street North Sydney**

*show address for service of notices*

**and**

*hereinafter referred to as "the health executive"*

of

*show address for service of notices*

## Contract Operation and Application

1. This Contract constitutes a contract of employment for the purposes of s. 121E of the Act, and governs the employment of the employee while employed in the position referred to in clause 4. The health executive is not appointed by, nor is the health executive's term of office fixed by this contract, except in circumstances where s. 121E of the Act applies.
2. The parties acknowledge that the employment of the health executive is affected by Acts of Parliament and Regulations made under such Acts, including the Act, Public Sector Executives Superannuation Act 1989 and the Statutory and Other Offices Remuneration Act 1975.

The NSW Senior Executive Service manuals, Premier's Memoranda, Premier's Department and Public Employment Office Circulars and Memoranda, Department of Health Policies, Directives, Memoranda and Manuals contain information relevant to the health executive's employment.

## Interpretation

3. In this Contract, unless otherwise stated or the context otherwise indicates:

*"the Act"* - means the New South Wales Health Services Act 1997;

*"Code of Conduct for Public Sector Executives"* means the document entitled "Code of Conduct and Ethics for Public Sector Executives" as published by the Public Employment Office, and the NSW Health Code of Conduct, as amended from time to time;

*"Employer"* – means the Director-General, NSW Health who is authorised to exercise the employer functions on behalf of the Government of New South Wales.

*"Employment Benefit Cost"* - in relation to an employment benefit provided to the health executive under the Contract, means the cost to the employer of providing that benefit, being the approved amount of that cost, or the amount of that cost calculated in the approved manner, within the meaning of Division 4 of Part 3 of Chapter 9 the Act;

*"Health Executive Service"* means the Health Executive Service as referred to in section 121B of the Act.

*"Month"* - means a calendar month;

*"Nominated person"* means a person nominated by employer pursuant to Section 121G of the Act to review the health executive's performance;

*"Performance Agreement"* - means the agreement attached to Schedule B;

*"Performance Criteria"* - means the performance criteria to which a performance review is to have regard;

*"Performance Review"* - means a review of the health executive's performance as referred to in s. 121G of the Act;

*"the PSEM Act"* - means the New South Wales Public Sector Employment and Management Act 2002;

*"the position"* - means the position referred to in clause 4 of the Contract;

Expressions corresponding to expressions that are defined in Part 3 of Chapter 9

of the Act have those meanings.

## Information About Appointment

4. The position to which this Contract applies is:

### **Chief Executive, (*specify name of*) Area Health Service**

*(An executive position within the meaning of Part 3 of Chapter 9 of the Act.)*

5. The period for which the health executive is to hold the position (unless sooner terminated) is the period of: **day month year to day month year.**

## Duties and Obligations of the Health Executive

6. During the term of the appointment, the health executive must carry out any duties imposed by law with respect to the position and the additional duties and obligations specified in Schedule A of the Contract.
7. The duties specified in Schedule A may be varied by a further contract between the health executive and the employer.
8. The health executive agrees to comply with the Code of Conduct for Public Sector Executives and any code of conduct applying from time to time to the employees of the NSW Health Service.

## Performance Agreement and Review

9. The Act provides for a health executive's performance to be reviewed, at least annually, by a person nominated by the employer. Any such review is to have regard to the agreed performance criteria for the position and any other relevant matter.
10. The performance criteria specified in Schedule B may be varied by a further contract between the health executive and the employer.
11. The nominated person must give the health executive at least 7 days notice in writing that a performance review is to be conducted.
12. Within one month of the conclusion of a performance review, or as soon as is practicable thereafter, the nominated person will prepare and send to the health executive a written statement which sets out:
  - (a) the nominated person's conclusions about the health executive's performance during the period for which performance was reviewed;
  - (b) any proposal by the employer to vary the performance criteria as a consequence of the performance review; and
  - (c) any directions or recommendations made by the employer to the health executive in relation to the health executive's future performance of the duties of the position.
13. The employer undertakes that if a performance review is not held within the time contemplated by s. 121G of the Act, this will not operate to the prejudice of the health executive in any decision made by the employer in relation to the health executive, unless the failure to hold the performance review within that time was the fault of the health executive.
14. The nominated person on behalf of employer, and health executive must, as

soon as possible after the health executive receives the written statement referred to in clause 12, attempt to come to agreement on any proposal by the employer to vary the performance criteria and on any recommendations by the employer as to the future performance of the duties of the position by the health executive.

## **Remuneration of the Executive**

15. The monetary remuneration and employment benefits for the health executive undertaking the duties and responsibilities of the position, are specified in Schedule C. The total amount of the monetary remuneration and the employment benefit cost of the benefits must equal the amount of the remuneration package determined by the employer and this amount shall be specified in Schedule C.
16. Where the remuneration package has been determined by the employer as a range of amounts, the total amount referred to in clause 15 is the amount nominated in Schedule C for the purpose of section 121A (2) (a) of the Act.
17.
  - (a) The health executive may request in writing at any time that the monetary remuneration and the employment benefits specified in Schedule C be varied prospectively and the employer shall not unreasonably refuse that request.
  - (b) For the purposes of the preceding paragraph, it shall not be unreasonable for the employer to refuse a request where it is made sooner than 6 months after an earlier agreement by the parties relating to the amount of the monetary remuneration and the employment benefits to be provided to the health executive. Despite this, where a request is made only to take account of a variation in the health executive's remuneration package as a result of a determination by the employer, the employer shall not refuse such a request.
  - (c) any variation to the monetary remuneration and the employment benefits specified in Schedule C may be by a further contract between the health executive and the employer.

## **Leave**

19. The health executive is entitled to the same leave conditions as applicable from time to time to Senior Executive Officers in the Public Service of NSW under the PSEM Act and Regulations thereto.

## **General Provisions as to the Operation of the Contract**

20. A reference in the contract to a Schedule refers to the Schedule then in force, and applies whether or not the Schedule has been physically attached to all or any counterparts of the Contract.
21. A reference in the Contract to the singular number includes the plural and vice versa.
22. The headings used in the Contract are for convenience of reference only, and are not intended to be resorted to for the interpretation of the Contract.
23. Where the employer lawfully authorises a person to act as his or her delegate and carry out any of the employer's duties, obligations or actions required to be carried out under the Contract, the Contract shall be construed as if any relevant reference to the employer included a reference to that delegate.

24. This Contract supersedes and replaces all other contracts, understandings or arrangements made between the health executive and the employer prior to the execution of this Contract relating to the employment of the health executive in the position.
25. This Contract shall be governed by the law of New South Wales and shall be deemed to be made in New South Wales.
26. Any notice or other communication under or relating to the Contract of employment must be in writing and is served by or on a party-
  - (a) if delivered personally;
  - (b) if left at or sent by post to:
    - (i) the address for service of notices as stipulated in this Contract (or as subsequently varied from time to time by notice under this Contract); or
    - (ii) the last known residential or business address of the person to be served; or
  - (c) if sent by Facsimile transmission to the fax number (if any) stated in this Contract (or as subsequently varied from time to time by notice under this Contract).
27. Any written notice or other communication under or relating to the Contract of employment is taken to be served:
  - (a) where served by express post at an address within New South Wales in the Express Post Network, on the next business day after it is posted;
  - (b) where served by post otherwise in the ordinary course of postage, as set down in Australia Post's delivery standards and;
  - (c) where sent by facsimile, on the next business day after it is sent.
28. The health executive will not engage in any paid employment outside the duties of the health executive's position without the written consent of the employer.
29. During employment the health executive will not disclose without lawful authority:
  - (a) any secret or confidential information acquired by him or her as a consequence of his or her employment;
  - (b) any secret or confidential information acquired by him or her from any document to which he or she has access as a consequence of his or her employment.
30. Upon termination of employment the health executive will not without lawful authority, disclose or make any use of any confidential or secret information acquired by the health executive as a consequence of his or her employment in the Health Executive Service.
31. This Contract and the schedules hereto (excluding the fact and term of the appointment as set out in clauses 2 & 3, and excluding Schedule B, the Performance Agreement) shall, except as required by law or as required for the proper negotiation, interpretation or application of this Contract, be treated by both parties as confidential and shall in no way be disclosed, published or circulated to any person except with the prior written agreement of both parties.

**Health Executive**

\* Signed by the health executive: \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ 2010

in the presence of  
Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

**Employer**

Signed by the Employer \_\_\_\_\_

Name: \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ 2010

in the presence of  
Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

\_\_\_\_\_  
\* Note: By signing this contract, the health executive is agreeing to accept accountability for the duties and responsibilities included in Schedule A.

# Schedule A - Duties and Responsibilities

This Schedule operates from

on the \_\_\_\_\_ day of \_\_\_\_\_ **2010**

The duties and responsibilities of the position additional to any statutory duties and responsibilities applying from time to time are those as set out in the attached position description.

Duties and responsibilities other than statutory ones can be varied from time to time by mutual agreement.

# Schedule B - Performance Agreement and Criteria

This Schedule operates from

on the

day of

2010

The performance agreement, together with the Chief Executive's performance in properly and effectively discharging his or her statutory duties and responsibilities, will be used in the assessment of the Chief Executive's performance.

The Chief Executive should ensure the performance criteria remain relevant and are amended as necessary by agreement with the employer to take into account major changes that impact on the Chief Executive's performance.

*The Chief Executive will develop a performance agreement based on the accountabilities below for approval and subsequent review by the Director-General.*

## GENERIC ACCOUNTABILITIES

These are the agreed generic accountabilities for Chief Executives in NSW Health. Policies on Employment Equity, Occupational Health, Safety and Rehabilitation and the Ethnic Affairs Policy Statement are frameworks within which the following accountabilities are carried out:

### Leadership

- Contributing to and driving the strategic directions for the organisation
- Articulating the vision and mission for the organisation
- Facilitating, encouraging and developing team performance and delivery
- Sound clinical and corporate governance
- Progress in implementing the Two Ways Together strategy and the achievement of improved health outcomes for Aboriginal people, and driving corporate change to ensure agencies are responsive to Aboriginal health needs.
- Review implementation of the Working Together: Public Sector OHS & IM Strategy 2010-2012
- Providing leadership in matters of probity and ethics and ensuring staff are aware of the protection provided by the Protected Disclosures Act, 1994.
- Effectively leading corporate, health services and workforce planning and policy development;

### Effective Management

- Delegating to build the capacity of the organisation
- Sound decision making and problem solving skills
- Achievement of allocated budgets and implementation of financial and budget strategies/ targets.
  - *Operate the Local Health Network within the budget approved by the Department of Health.*

- *To take decisive action to correct an unfavourable budget, activity or staffing variations.*
  - *To actively discuss with all second and third tier Executives/Managers, budget activity and staffing results and be satisfied the Local Health Network budget activity and staffing targets will be achieved.*
  - *To establish delegation and controls required by the DFO so cash is available to pay staff and suppliers as required by awards or contracts.*
  - *Establish Local Health Network protocol that treats suppliers' queries respectfully and that all relevant staff are pro active in revenue best practice.*
- Embedding continuous improvement
  - Sound human resources management and change management
  - Informed risk assessment and management
  - Media and stakeholder management
  - Implementing an effective system of corporate governance (including clinical governance) to enable the Local Health Network to effectively fulfil its responsibilities;
  - Implementation of the NSW Health Patient Safety and Clinical Quality Program;
  - Providing concise, accurate, and timely advice (oral and written) to the Department of Health and the Minister;

### **Community and Business Relations**

- Developing and implementing an effective working relationship with the Governing Council and other community and clinician consultation bodies;
- Managing issues with external groups, and within and across Government, i.e. Local Health Networks, the Department of Health, the Minister's Office, and cross-agency matters; and
- Meeting statutory and professional obligations relating to external reporting, probity and ethical behaviour, corruption prevention and reporting of corrupt conduct.

### **Building a strong NSW Health Network**

- Building co-operative and collaborative relationships and systems across NSW Health.
- Working effectively and efficiently with external organisations.

### **Building organisation capacity to allow effective service delivery**

- Identifying and addressing the organisation's capacity to deliver.

### **Risk Management**

- Comply with and implement the NSW Health Risk Management Enterprise-Wide Policy and Framework and ensure the effective identification management, monitoring and reporting of risks within the Local Health Network.

## POSITION SPECIFIC ACCOUNTABILITIES

**1. The Local Health Network Performance Agreement and Instructions from the Minister under the Health Services Act 1997**

Any strategies to deliver the commitments in the Local Health Network Performance Agreement and Instructions from the Minister under the Health Services Act 1997. The agreement, when available, will form an attachment to the Chief Executive's performance agreement.

**2. Other identified health priorities, e.g. from State Plan and State Health Plan Leadership.**

See Generic Accountabilities.

**4. Effective Management: Governance, Operational Planning, Financial, Quality Improvement, Physical Assets, Information and Human Resources.**

Detailed operational strategies are not required. The headings should be used to demonstrate that appropriate operational planning, management and control functions, in line with Departmental policies, standards, and the Accounts and Audit Determination, are in place/in development/or under review, and identify the relevant operational documents.

**5. Community and Business Relations.**

Strategies here should include processes with the Governing Council, the community, other health providers, area health professionals and stakeholders.

**6. Other relevant issues (to be specified).**

Examples here could include research and teaching accountabilities and/or any specific reporting requirements of the executive

## **Schedule C - Remuneration Package, Monetary Remuneration and Employment Benefits.**

This Schedule operates from

on the

day of

2010

**The Total Remuneration Package (TRP) for this position is as follows:**

Remuneration Package - \$                      per annum.

**The Monetary Remuneration referred to in Clause 15 is as follows:**

Total remuneration package value less the employment costs of the benefits

**The Employment Benefits and costs referred to in Clause 15 are as follows:**

Egs. Superannuation:

Motor Vehicle:

Leave:

In accordance with the Public Sector Employment and Management Act 2002, section 74 (7) and the Premier's Department SES Guidelines. I elect the right to cash in, in each year of my employment contract,

- up to a maximum of two weeks annual leave; and/or
- the amount of extended leave accrued in the year (to a maximum of 11 working days), subject to total net service for extended leave purposes being in excess of 10 years.

The selection of employment benefits is subject to change from time to time.